GIFT TO A CHARITABLE INSTITUTION WHICH NEVER EXISTED .. p. 415
CORPORAL PUNISHMENT IN SCHOOLS .. .. p. 416

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The Solicitors' Journal

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*** Notices to Subscribers and Contributors will be found on page iii.

VOL. LXXV **Saturday, June 27, 1931.** No 26

Current Topics: Courts of Equity and Moral Claims — A Judgment Unsatisfied—The Second Barrel—Canadian Divorces—Moneylenders and the Court of Appeal 413
Criminal Law and Practice 415
Gift to a Charitable Institution which has never existed 415
Corporal Punishment in Schools .. 416
Company Law and Practice 417
A Conveyancer's Diary 418
Landlord and Tenant Notebook .. 419
Our County Court Letter .. 419
Practice Notes 420
Correspondence 420
Reviews 422
Books Received 422
Points in Practice 423
Notes of Cases—
Arneil *v.* Paterson 424
Rugg-Gunn *v.* Rugg-Gunn and Archer 424
Ward *v.* British Oak Insurance Co. Ltd. 425
In Lighter Vein 425
A Lawyer at Ascot 425
The Law Society 426
Societies 427
Parliamentary News 427
Legal Notes and News 429
Court Papers 430
Stock Exchange Prices of certain Trustee Securities 430

Current Topics.

Courts of Equity and Moral Claims.

ON THE dismissal last week of the action brought by a number of Birmingham waiters against one of their colleagues to have him restrained from parting with the money he might receive in respect of a ticket which drew Cameronian in the Calcutta Derby Sweepstake, Mr. Justice BENNETT is reported in one of the evening papers as having said, *à propos* of a remark made by one of the counsel engaged in the case, that "there are no moral claims in this court"—an observation which must have sounded odd in the ears of laymen and which would have sounded quite heterodox some centuries ago when the Court of Chancery was in fact as well as in name a Court of Equity seeking to mitigate the harshness of the common law by giving relief where the King's Bench and the Common Pleas refused it on technical grounds. In early days the complainants in the Court of Chancery appealed to the Chancellor in the name of conscience, good faith, right or reason: in other words, on moral grounds. This archaic form of equity, which was believed to be beneficent, as Sir FREDERICK POLLOCK has pointed out in his learned essay on "The Transformation of Equity," predominated in the King's administration of special remedial justice during the fourteenth and fifteenth centuries; the sixteenth, he adds, was a period of transition; while before the end of the seventeenth the Court of Chancery was not only a regular court of justice but had started on the road of technical and scientific elaboration, its rules becoming almost as inelastic as were those of the common law courts. Nowadays, the Court of Chancery, represented by the Chancery Division of the High Court of Justice, disclaims any powers of dispensation and administrative interference such as were exercised by the mediæval Chancellors, and in *In re Telescriptor Syndicate Limited* [1903] 2 Ch. 174, 195, 196, the present LORD WRENBURY, then Mr. Justice BUCKLEY, in terms denied that his court was a court of conscience, which was only another way of expressing what Mr. Justice BENNETT said last week that "there are no moral claims in this court." It is, we presume, needless to remark that this observation is not to be taken *au pied de la lettre* as signifying that claims justifiable on moral grounds are never presented to the court; the observation means, of course, that, in order to be enforceable, claims must be valid in the eye of the law as distinct from being supportable only on moral grounds.

A Judgment Unsatisfied.

IN *Re Harrington Motor Co., Ltd.*, 72 SOL. J. 652; [1928] Ch. 105, it was held by the Court of Appeal, affirming the decision of Mr. Justice EVE, that a person who had obtained a judgment for damages in an action against a limited company for personal injuries caused by the negligence of the company's servant, had no right at law or in equity, when the company had gone into liquidation before execution could be levied, either as against the insurance company with whom the first-mentioned company was insured in respect of third party risks, or against the liquidator, to require that the money paid by the insurance company in respect of the liquidated company's liability for the accident, should be handed over to him. That money was, in fact, held to form part of the assets of the liquidated company, available for distribution among the company's general creditors, including the judgment creditor himself. That decision, which was followed in *Hoods Trustees* v. *Southern Union General Insurance Co. of Australia, Ltd.* [1928] Ch. 793, led to the passing of the Third Parties (Rights against Insurers) Act, 1930 (20 & 21 Geo. 5, c. 25), which was introduced to remedy the matter. Section 1, sub-s. (1), of the Act provides that if a liability to a third party is incurred by the insured, who has gone into liquidation, his, the insured's, rights against the insurer in respect of that liability "shall . . . be transferred to and vest in the third party to whom the liability was so incurred." A novel and interesting question in connexion with this section fell to be considered by Mr. Justice CHARLES on the 17th June. The facts of the case (*Ward* v. *British Oak Insurance Co., Ltd.*, 75 SOL. J. 425) were similar to those in the *Harrington Motor Case, supra*. The plaintiff, in November, 1927, was injured in an accident by a motor vehicle owned by a company which was insured against third party risks by the defendant insurance company. On the 22nd February, 1928, he brought an action against the company which owned the vehicle and in the result was given judgment for £100 damages and costs amounting to £54 7s. 8d. That judgment was not satisfied. Before the action was commenced, however, but after the accident, the company responsible for the accident went into voluntary liquidation. For some reason the liquidator did not claim from the defendant insurance company the amount of their liability to the liquidated company in respect of the judgment, and in the present action the plaintiff claimed that the rights of the liquidated company against the insurance company were transferred to him by s. 1 (1) of the Act of 1930, *supra*. The insurance company submitted that the Act was not applicable because the plaintiff's rights against the insured company accrued before the Act was passed, and that it was impossible to pass the rights claimed without making the Act retrospective, which it was clearly not intended to be. Mr. Justice CHARLES said that he could find nothing in the section which made it retrospective—an essential finding if the plaintiff was to succeed—and he therefore gave judgment for the defendants. "If the liquidator liked," concluded his lordship, "he could, it would seem, even now go to the insurance company and ask that they should indemnify him against damages to the plaintiff. He would not do so, and the insurance company which had undoubted liability had not to pay anything." Our sympathies are with the plaintiff.

The Second Barrel.

A SOLICITOR who appeared for the defence of a motor-car driver in a northern police court last week raised once again the question of the propriety of taking out two summonses for one set of facts. According to a local paper he objected to the police practice, saying "They do it because if they fail to get a man on the swings they can get him on the roundabouts." Perhaps it would be more appropriate to speak of the second summons as the second barrel, which, it has often been said, is deadly. But is there really any unfairness? Two convictions on one set of facts would be unfair and quite possibly unlawful, but that question is not the point here. The complaint was that there were two summonses, not two convictions, one for dangerous driving and one for careless driving. It was contended that the police should make up their minds whether the facts warranted a summons for dangerous driving, and, if not, they should summon for careless driving only. From the police point of view, however, we can quite understand the desirability of applying for two summonses when they think there was dangerous driving, but are not confident that the bench will regard it as any worse than driving without due care. Often a set of facts seems to include all the elements of both offences. The police, however, are not the final judges. Magistrates hear both sides; the police rarely know how the defence will present its case, and they cannot know how the bench will receive it. An advocate, or the bench, may say, "Here is a summons for the very serious offence of dangerous driving. The case seems, however, to be rather one of careless driving." If there is already a second summons for the lesser offence, it can be heard and determined at once. Otherwise it may be necessary to apply for a fresh summons (which application, conceivably, might be already out of time), to secure the attendance of witnesses on another day, and to go all over the same ground again. Then there would in all likelihood be a complaint of police persecution on the ground that having lost one case the police must needs bring another on the same set of facts instead of accepting their defeat gracefully. Naturally we do not suggest that two summonses should be taken out in every case of either dangerous or careless driving, but only when the police, while they feel justified in prosecuting for dangerous driving, think the case may possibly fall short of it when the defendant's explanation is forthcoming.

Canadian Divorces.

A RECENT "News Letter," issued by the Empire Press Union, has a paragraph of legal interest as to the number of divorces granted in Canada last year. The total was 875, an increase of 59 over the preceding year. Of these, 247 were legislative, from Quebec and Ontario, and the rest granted by judges under general statutes. The strong influence of the Roman Church amongst the descendants of the French settlers in Quebec renders the passing of a general statute there unlikely, but the private bills from Ontario have been far more numerous. In consequence, a general statute has been passed to deal with them, and the courts will relieve Parliament, as they did in this country in 1857. In the evidence before the Royal Commission on Divorce, 1909-12, the causes for divorce in Canada are given as "adultery, impotence, consanguinity," though presumably for the two latter the decree would be for nullity and not divorce. The paragraph in the "News Letter" concludes: "It is recognised that these statistics are far from giving a complete picture of divorce among Canadians. Many couples anxious quietly to dissolve marriage made in Canada establish temporary residence in the United States, and there sue for divorce, but of such there are no records more recent than 1922. In that year, when 544 divorces were granted in the Dominion, 1,363 Canadian couples were divorced by United States courts." This certainly sheds a striking light on Canadian divorce, and if two out of every three divorces are granted across the border, it is hardly too much to say that the law is regulated by a foreign code—presumably that of the most accommodating State of the Union, which now appears to be Nevada, where Reno is situate. This practically allows divorce by mutual consent on the nominal plea of desertion, which seems preferable to our own form of divorce by mutual consent by the hotel bill, to evidence adultery which may be real or "in the Pickwickian sense." Presumably the divorces across the border are recognised by Canadian courts, which, if so, must be considerably more complaisant than ours in the matter of waiving domicil, or finding a change of it even though the respondent stays in Canada, and the petitioner leaves Reno when his or her purpose is accomplished. Before the Commission, Lord SALVESEN said (answer to *Q.* 6691) that he knew of Canadians coming to Scotland to obtain divorce for desertion, but it would seem that they can now do so nearer home. The net result no doubt is that there is more re-marriage in Canada, and less concubinage by married persons whose unions have been a failure with other partners.

Moneylenders and the Court of Appeal.

MONEYLENDERS RECEIVED the particular honour on 17th June of the consideration by a full Court of Appeal of the meaning of one of the most important sections in the Moneylenders Act, 1927, in *Mills' Conduit Investments Ltd.* v. *Denholm*. The occasion was rendered still more special by the intervention of the Attorney-General on the question before the court being considered to be one of public importance. Unusual as was the setting for this appeal, the facts revealed an even more singular state of affairs. The appellants, who were licensed moneylenders, had obtained an order from Master BALL on 17th April requiring the respondent to pay to the appellants' solicitors £400 within four days on pain of having final judgment entered against him for that sum, and giving the respondent leave to defend as to the balance of the appellants' claim. Subsequently, as a result of negotiations, the respondent agreed to consent to judgment, without taking advantage of the Master's order of 17th April. An application was accordingly made, and came before Master MOSELEY on 27th April, that the appellants should be at liberty to sign final judgment against the respondent for the amount claimed, and interest, if any, and costs. Master MOSELEY, however, refused consent to the signing of final judgment, as the rate of interest was 200 per cent. per annum, which was in excess of the 48 per cent. restriction provided in s. 10 of the Moneylenders Act, 1927. There was no proof that the interest was not harsh and unconscionable. On appeal Mr. Justice MACNAGHTEN upheld the Master. The six Lord Justices of the Court of Appeal were unanimous in dismissing a further appeal, the Master of the Rolls delivering the judgment of the court. He quoted in full s. 10 of the Moneylenders Act, 1927, which provides that if in proceedings taken by moneylenders after the commencement of the Act it is found that the interest charged exceeds 48 per cent. per annum, "the court shall, unless the contrary is proved, presume for the purposes of section 1 of the Moneylenders Act, 1900, that the interest charged is excessive and that the transaction is harsh and unconscionable." The Master of the Rolls said that "the consent of one of the parties was not enough to comply with the requirement of the section in the words 'unless the contrary is proved,' and was not sufficient proof to remove the presumption." The irony of the situation lay in the fact that the sum claimed had already been paid by another party who had been a defendant in the proceedings, and the respondents, though represented by counsel, took no part in the argument. The decision, however, can hardly be criticised as academic, as the Act was designed, to use the words of the Attorney-General, "to control very stringently the actions of moneylenders," and the case provides a perfect illustration of the vigilance of the court in "protecting borrowers against their own folly."

Criminal Law and Practice.

MOBILE POLICE AND MOTORISTS.—It was only to be expected that the new mobile police would be subject to criticism. Every innovation has its opponents, and, besides, men who are put to new tasks with no previous experience to guide them cannot hope to do everything in the best possible way. We do not subscribe to the view that because the new police are intended primarily to deal with thieves in cars, stealers of cars, or reckless drivers, therefore they are guilty of interference if they take notice of cases of obstruction or others of the lesser motoring offences; but we do think they should devote themselves more to serious cases, leaving the minor offenders to the ordinary police of the district.

At Bromley there was recently quite a stir over the question of prosecutions by the mobile police of persons causing obstruction, and, according to press reports, certain summonses of this kind were withdrawn by the authorities. This was probably a wise course, taken so as to remove any impression that the new police were going to be unduly severe on people who caused what has hitherto been regarded by the local police as harmless obstruction incident to shopping or other business.

Since then the Mayor of Bromley, according to *The Evening Standard*, has issued an appeal to motorists for a "more reasonable use of main roads at a time when some of them are bearing a volume of traffic far beyond that for which they were originally intended," and pointing out that this increase of traffic makes it difficult to leave a car for any appreciable time in certain thoroughfares in Bromley without causing obstruction.

What is true of Bromley is true of other towns, especially where a great trunk road runs straight through the main streets. But people must shop, and, provided they are quick about it, they ought to be allowed to stop even in a main street, save where the street is so narrow or so winding that stationary cars give rise to danger or to serious traffic blocks. It is, as the Mayor of Bromley has said, a question of reasonable use; and, as he also said, the High Street is primarily for moving traffic. If the shoppers will be as quick as they can, remembering the people who are travelling through the town, and if those who pass through will not be in too desperate a hurry, remembering that most of the shoppers are shopping in their own town where they used to be given much more latitude, the streets of many a town on a main road will be neither dangerous nor unduly congested.

There is just one other point. In fairness to the new mobile police it ought perhaps to be admitted that local police in various parts of the country, may, from perfectly worthy motives of friendliness towards local residents and tradesmen, be inclined to overlook cases of obstruction that are really a little too serious to be ignored, and which the mobile police notice at once. The remedy, it seems to us, is for the local police to act a little more strictly in future where this may be necessary, but to proceed by warning rather than by summons. This will not be resented, particularly where police and motoring residents are well known to each other and on good terms; and then what appears to be an unwelcome intrusion by the mobile police can be avoided.

FIRST OFFENDERS.—We have sometimes complained of the looseness with which many people, some of whom ought to know better, use the phrase "first offenders," as if it denoted a person who had never been charged before, although his offences might be legion. Quite an appreciable amount of indignation is aroused over the imagined harsh treatment of first offenders, who, in fact, have had quite a career of crime before being caught.

The truth often comes from the lips of a child. Last week, in a juvenile court, a boy of eight years of age, who had been found guilty of stealing, was asked "Is this the first time you've ever done this kind of thing?"

His reply showed an exact sense of the proper use of terms. He made no plea for leniency on the ground of a first offence. With a captivating smile, he answered, "It's the first time I've ever got into trouble for it."

Gift to a Charitable Institution which has never existed.

BY his decision in *Re Bailey; Bailey* v. *The Working Ladies Guild*, given on Friday, 13th June, 1931, LUXMOORE, J., has carried a step further the application of the principle enunciated by BUCKLEY, J., as he then was, in *Re Davis; Hannen* v. *Hillyer* [1902] 1 Ch. 876, following *Re Clergy Society*, 2 K. & J. 615, and *Re Maguire*, L.R. 9 Eq. 632. BUCKLEY, J., expressed the principle in these words (at p. 881), "that where you find a gift to a charitable institution that never existed, the court, which always leans in favour of charity, is more ready to infer a general charitable intention than to infer the contrary. Of course," he goes on, "it is perfectly possible to contemplate that a testator may have intended to benefit a particular institution which he thought existed, but which did not exist. Nevertheless, when I look at the four cases which I have referred to (i.e., *Loscombe* v. *Wintringham*, 13 Beavan 87; *Hoare* v. *Hoare*, 56 L.T. 147; *Re Clergy Society*, *supra*; and *Re Maguire*, *supra*), I find that the court did not regard the intention to benefit a particular institution as the more probable state of things, but regarded it as more probable that what the testator had in view was not the person but the purpose." Later (at p. 884) he re-states the principle thus: "It seems to me that the principle to be extracted from *Re Clergy Society* and *Re Maguire* is that the court will in this class of cases—where there is a gift to a charity which has never existed at all—lean in favour of a general charitable purpose, and will accept even a small indication of the testator's intention as sufficient to show that a purpose, and not a person, is intended."

It will be noticed that, whereas at p. 881 BUCKLEY, J., seems to suggest that the mere fact of a gift having been purported to be made to a non-existent institution which from its title would presumably have been a charitable institution if it had existed is sufficient *primâ facie* to show a general charitable intention, nevertheless at p. 884 he seems to have been of opinion that some further indication of such an intention, even though a small one, is necessary. In fact, in both *Re Clergy Society* and *Re Maguire* the court expressly relied upon the circumstance that the gift in each case was found in conjunction with other charitable legacies.

The gift in *Re Davis* was to "the Home for the Homeless, 27, Red Lion Square, London." There was not, and never had been, in London any charitable institution known as "the Home for the Homeless." BUCKLEY, J., found in the will, apart from the nature of the gift itself, three indications of a general charitable intention, one of which was that the gift was interpolated between other charitable gifts.

In *Re Bailey* the facts were as follows. The testatrix, after having made certain specific bequests, including gifts of three life annuities, and after directing sums to be set aside and invested to provide for such annuities, gave on the cesser of each of such annuities the sum so set aside to provide for it "to 'the Society for the Relief of Ladies in Distressed Circumstances'" and she gave her residue "to 'the Society for the Relief of Ladies in Distressed Circumstances.'" The evidence was that there was not, and never had been, any society known by that exact title; that four institutions, parties to the proceedings, namely, The Working Ladies Guild, The Society for the Assistance of Ladies in Reduced Circumstances, The Guild of Friends in Need and Miss Sheppard's Annuitants' Homes, were the only institutions exclusively occupied in relieving ladies in distressed circumstances; and that the testatrix had known of, and subscribed to, the first and third

of these institutions. None of the dispositions made by the will other than the gifts to "the Society for the Relief of Ladies in Distressed Circumstances" was of a charitable nature. LUXMOORE, J., said that on the evidence he could not come to the conclusion that the testatrix had meant to refer to any of the four defendant institutions. It was contended for the next of kin that, in these circumstances, the gifts to "the Society for the Relief of Ladies in Distressed Circumstances" must fail, no indication of a charitable intention appearing from the will apart from the nature of the gifts themselves. LUXMOORE, J., without finding any such further indication of a charitable intention, held that the case was covered by the decision in *Re Davis* and ordered by way of scheme that the several gifts to "the Society for the Relief of Ladies in Distressed Circumstances" should be paid and divided in equal shares to and between the four defendant institutions.

It is submitted that in the light of this decision the principle may now be stated as follows: that, where a testator has by his will purported to make a disposition conferring a beneficial interest upon an institution which has never existed, if the title of that institution clearly indicates a charitable intention, the court will, *in the absence of any indication to the contrary*, construe and administer the disposition as if it had been expressed to be for the benefit of the purpose implied by the title of the institution.

Corporal Punishment in Schools.

THERE are two views commonly to the fore upon this subject: one, that beating is a brutal and brutalising punishment which ought in no circumstances to be inflicted; the other, usually indicated rather than expressed by the judge or magistrate when he remarks that he was beaten at school, the implication, of course, being that the beating made him the fine fellow he is. Like most other people dealing with matters of controversy, he begs the question. He might have been a fine fellow without the whackings, and perhaps he is not a fine fellow at all. He is not alone in the exercise of the *petitio principii*, for those holding the other view wilfully shut their eyes to the fact that innumerable boys have not been brutalised by caning, and that kind and reasonable people sometimes inflict that punishment.

The present writer is neither moved to indignation by corporal punishment inflicted upon the young, nor persuaded of its indispensability. One doubt assails him, that if girls, not the demure damsels who do duty in the minds of present-day youth as their grandmothers when young, but the bundles of mischief and hope that both boys and girls are—if girls can be trained into well-behaved young women without spanking, why cannot boys become well-behaved men without being spanked; or, contrariwise, if boys need the cane, why should girls not require it?

It is certain that a few rarely gifted men and women can train youth without punishment. It is true that a few children who are not milksops can grow up without needing correction. But these unusual phenomena must not blind us to the general truth that children are naughty, and adults not angelic. It is a workaday world, with hit or miss methods, and for the present we have to accept corporal punishment for the male young.

The law, which has shed its views upon sticks for women, and flogging to death for law-breakers, still definitely shields the schoolmaster who canes his boys. He is, indeed, in a better position than the parent, whose delegated authority he is in theory exercising, for the parent whose offspring bawls under correction is likely to be reported by neighbours to an active Society and haled before the justices. When the schoolmaster corrects, neither the sufferer nor his fellow schoolboys usually blab. He who has been caned makes it often a point of honour not to make a fuss, and has a healthy sense that if he did not quite deserve what he had this time, he has in the past and will again in the future.

But now and again beating is excessive, or the beaten is not a sportsman; and the police court is invoked. The questions justices have then to ask themselves are these: Was the schoolmaster acting within the scope of the authority delegated, or presumed to be delegated, by the parent? Was there occasion for punishment? Was the punishment reasonable?

On the first question, when a parent sends a child to school he gives the schoolmaster authority over his child during school hours on school premises. This grant of authority is usually a grant by compulsion of law, a difficulty pointed out in *Gardner* v. *Bygrave* (1889), 53 J.P. 743. *Cleary* v. *Booth* [1893] 1 Q.B. 465, took the matter further. Far wider language was used than the occasion justified. COLLINS, J., indeed, seemed to contemplate a sort of *condominium* of parent and schoolmaster, the latter having not merely educational authority in the school, but a general supervision of the conduct and manners of the scholars elsewhere. This certainly does not extend to the home. In *Hunter* v. *Johnson* (1884), 13 Q.B.D. 225, a parent forbade her child to do homework, and detention after hours in school as a punishment for not doing the homework was held by the High Court to be an assault.

On the question of proper occasion, large as the authority and discretion of a schoolmaster properly are, the issue when raised, is one for the justices. Some schoolmasters love exhibiting their power. Some, incipient sadists, enjoy inflicting pain. The present writer well remembers a master of his, who regularly paraded behind the desks, at intervals bringing his cane down on almost every back in the class. He may of course have had the theory that tickling the spine with a well-directed cut of the cane stimulated cerebral activity. Perhaps it does. But the only justification a bench of justices can allow to a schoolmaster beating a pupil is the commission of an offence. They should put the onus on the boy of proving his innocence, which is another way of saying that the master, being the person accused before them, must be presumed innocent till proved guilty.

The last question, of excessive punishment, is the most important, and the most common. Usually the boy admits misconduct, or his misconduct is patent. The degree of punishment only is in issue.

To beat a boy for two and a half hours with a thick stick was going too far, even in 1860, though, if the boy had not died, probably nothing would have been heard or recorded of the matter. That unhappy incident led to a clear statement of law. The punishment must be moderate and reasonable, not protracted beyond a child's endurance, or inflicted with an unfit instrument; if the child die under immoderate punishment, the punisher is guilty of manslaughter, *R.* v. *Hopley* (1860), 2 F. & F.

But no criminal or civil responsibility arises if punishment reasonably inflicted with a usual instrument happens by ill fortune to have unusual results. In the Scots case of *Scorgie* v. *Lawrie* (1883), 10 R. 610, a blow with a cane on the hand resulted in paralysis of a girl's thumb. The schoolmistress was held not to be liable. In fact, caning on the hands, though common, is more dangerous than caning on the posterior. The hand is a closely organised bundle of muscles and nerves, the universal tool of its owner. Injury to it should not be risked while there are large muscles like those in the buttocks, not liable to permanent injury, which can be beaten with the result of reminding their possessor of his fault every time he sits down.

In a recent case an appeal was allowed by the Middlesex Sessions where a master was convicted of assault. A boy was given one or two strokes for indiscipline. He was then impudent to the master, upon which he received

five more. Examination by a police sergeant showed six or eight weals, and a bruise over three inches long and two wide. The court in allowing the appeal, said there was no aspersion on the master's character at all. Obviously they implied that the punishment was not excessive. Nor, if corporal punishment is to be permitted in schools, can we see how it could be held to be excessive. Whether a boy of that particular type benefited by his punishment is open to question. That is a matter necessarily left to the schoolmaster. He has to ask himself two things when contemplating punishment: Is it necessary for the school discipline? Will it improve the subject of the punishment? And he has to strike some balance between these considerations, which may sometimes conflict.

Company Law and Practice.

LXXXIII.

RECEIVERS AND ELECTRIC SUPPLY.

THE case of *Granger* v. *South Wales Electrical Power Distribution Co.* [1931] 1 Ch. 551, is one which merits the careful attention of those called upon to advise receivers; but it must be remembered that it is a somewhat special case, and not by any means of universal application.

The supply of gas and electricity to undertakings over which a receiver has been appointed has been the subject of litigation on more than one occasion, but, owing to the fact that the statutes which regulate such supplies are distinct, and are differently worded, it is not possible to lay down any perfectly general principle which will always be applicable. The position is usually this, that the suppliers of the energy, gas or electric, as the case may be, are owed sums for the supply of energy by the company over whose undertaking a receiver is appointed: upon the appointment they perhaps take the opportunity offered, or which their advisers consider to be offered, by threatening to cut off the supply unless they are paid the arrears owing to them.

In *Paterson* v. *Gas Light & Coke Co.* [1896] 2 Ch. 476, sums were owing for gas supplied to a company at the date of the appointment of a receiver for the debenture-holders. The gas company threatened to cut off the supply unless the arrears were paid, and the receivers (two had been appointed by the court shortly after the original appointment, which was made out of court) thereupon commenced an action to restrain the gas company from actually cutting off the supply of gas. It was held by the Court of Appeal that the receivers were not entitled to succeed, for they were in no better position than the company whose business they then controlled, and could therefore only claim a supply of gas on payment of the arrears due from the company: this decision rests purely on the construction of s. 18 of the private Act of 1872 of the Gas Light & Coke Company, but it is absolutely justifiable as a matter of principle. Whether this decision would have been the same had there been an order made in favour of the receiver for possession of the premises to which the gas was supplied seems open to question, in view of the decision in the next case referred to. However, the receivers, had the decision been the opposite of what it was, could not then have claimed a supply of gas except upon the terms of entering into a fresh contract, which might (subject, of course, to any statutory or other binding restrictions) have well been more onerous than the one on the terms of which they were claiming a continuing supply.

Husey v. *London Electric Supply Corporation* [1902] 1 Ch. 411, was a case where the order appointing the receiver on behalf of the debenture-holders contained a direction that the company were to deliver to the receiver possession of the hotel which was a substantial asset of the company, so far as necessary for the purpose of such receivership. At the date of the appointment of the receiver large sums were owing for current supplied to the company, and, as in *Paterson's Case*, *supra*, a threat was made to cut off the supply unless arrears were paid or provided for, whereupon the receiver brought an action to restrain this threatened cessation of supply. It was held by the Court of Appeal that the receiver was not entitled to succeed, because, even assuming that the result of the order for possession was that the receiver was a fresh occupier, he was not entitled to receive a supply of electric energy except upon the terms of entering into a fresh contract, which he had not done. If there was no change in occupation, then the supply could be cut off under s. 21 of the Electric Lighting Act, 1882, on the ground of non-payment of the sums due; so that whatever was the true view of the effect of the order for possession (which was not decided by the Court of Appeal) the receiver was not there entitled to the relief which he was claiming.

Now, in *Granger's Case*, *supra*, the material statute (the South Wales Electrical Power Distribution Company Act, 1900, s. 40) was worded very differently, and it provided that the electric company should give a supply of energy to any person who required a supply which might be given by the Act other than a supply in bulk upon that person entering into a binding agreement to take the energy. There were considerable arrears owing to the electric company at the date of the appointment of the receiver, and, after threats had been made to cut off the supply, the receiver gave notice that he required a supply of electric energy, and was ready and willing to enter into a binding agreement to take it. His right to receive such a supply was denied, and the receiver thereupon claimed an injunction to restrain the electric company from withholding from him a supply in accordance with his notice. BENNETT, J., granted the injunction claimed, distinguishing *Paterson's Case*, *supra*, and holding that the receiver was a "person" within the meaning of the section quoted above: the argument on behalf of the defendants seems to be based largely on the ground that there can, for the purposes of the relevant statutes, be only one owner or occupier, and that the receiver was neither, and was therefore not entitled to a supply, but BENNETT, J., declined to read into the section the words "being the owner or occupier of the premises." The word "person" used in the section is certainly much wider than is usually found in Acts of this nature, and no doubt in the future the draftsmen of such Acts will attempt to restrict their operation in this direction.

In *McLintock* v. *Westminster Electric Supply Corporation*, reported in *The Times* newspaper of 2nd May, 1931, it appears that the receiver had offered to enter into a contract for the supply of electric energy, but had left it uncertain what sort of contract he would enter into. EVE, J., held that the receiver was not entitled to a supply of electricity without entering into a contract. It seems to be there suggested that one of the terms of a fresh contract, which the electric company could insist upon, would be the payment of arrears, but this is a proposition which needs to be considered carefully in relation to the particular circumstances of each case before it can be accepted.

(To be continued.)

SOMERSET HOUSE RECORDS.

The Registrar-General has arranged for a party, organised by King Edward's Hospital Fund for London, to visit Somerset House on Thursday next, 2nd July.

The party will be received at 4.30 p.m. by the Assistant Registrar-General, Mr. W. L. Rind, who will give a short address on the history of the building and its associations The visitors will afterwards be conducted through the historical apartments, which contain, among other features, ceilings and mantelpieces which are the work of Cipriani.

Many interesting documents will also be on view, including Fleet marriages and early records of William Penn and the Society of Friends. Tickets, price 7s. 6d., may be obtained from the Secretary, King Edward's Hospital Fund for London, 7, Walbrook, E.C.4.

A Conveyancer's Diary.

Additional Powers of Trustees for Sale. Effect of the Perpetuity Rule.

A point which has been prominently before me lately, and has caused me no little trouble, is with regard to the additional powers which may be conferred upon trustees for sale. By additional powers I mean, of course, powers in addition or supplementary to those which are conferred by s. 28 of the S.L.A., 1925.

What troubles me about this is that I cannot find anywhere in the best known books of precedents any precedent which, whilst conferring such powers, also provides that they shall be exercised only within the period allowed by the perpetuity rule. I have looked at "Prideaux," "Key & Elphinstone," and the "Encyclopædia of Forms and Precedents," but nowhere do I find any such precedent.

Now, apart from the statutory trust for sale, it is clearly established by authority that an express trust for sale does not offend against the perpetuity rule, but powers which are given to trustees may well do so, and, if they do, they are void *ab initio*.

Thus, in *Re De Sommery* [1912] 2 Ch. 622, Parker, J., said: "A special power which, according to the true construction of the instrument creating it, is capable of being exercised beyond lives in being and twenty-one years afterwards is, by reason of the rule against perpetuities, absolutely void; but if it can only be exercised within the period allowed by the rule it is a good power, even although some particular exercise of it might be void because of the rule."

The leading recent case on the subject is *Re Allott; Hanmer* v. *Allott* [1924] 2 Ch. 498, and read with *Re De Sommery* (*supra*), contains all the learning which one needs upon it.

In that case a testator by his will directed his trustees to stand possessed of all the mines and minerals beneath the surface of his residuary real estate and of the rents and profits thereof, on trust to pay perpetual annuities to his daughters. The daughters were parties to a deed of family arrangement under which power was given to trustees to manage or lease the mines and minerals in order to provide the moneys necessary to pay the annuities. Under the will, the trusts of which were to be treated as incorporated in the deed, the surviving husband of any daughter was entitled for his life to the annuity given to his wife by the will, and the deed contemplated the exercise of the power of leasing during the life of the surviving husband who was not necessarily a person who was alive at the date of the execution of the deed.

It was held by Russell, J., and the Court of Appeal, that as the trustees might have exercised their power of leasing so as to create, for the first time, a new interest in land after the perpetuity period had expired, the power of leasing was void.

It is to be noted that the trustees had in that case an alternative power. They had a power to "manage," that is to say, they could themselves, through their agents and so forth, carry on the business of mineowners. They had also a power to lease the mines and minerals to others in return for rent or royalties or both. The power, whether of management or of leasing, was for the purpose of providing the annuities which under the deed might become payable after the death of a daughter to her surviving husband, who might not be a person who was alive at the date of the execution of the deed.

As I have said, I cannot find in the usual precedent books any precedent which meets this point. All of them provide forms for conferring powers of leasing, mortgaging, *etc.*, upon trustees, but in no instance is the power expressed to be limited so as to be exercisable only within the perpetuity period.

It might be said that a power of sale which is not stated to be exercisable during a specific period within the rule offends the rule just as much as a power of leasing or, say, a power of mortgaging, but the courts have long since decided that powers of sale, although in general terms, are limited by the purposes which they are intended to serve so that they cannot be exercised after the limitations of the settlement or will in which they are created have come to an end. Consequently, if those limitations are good, the power of sale must necessarily also be good.

So far as a power of sale is concerned, therefore, no question of offending against the perpetuity rule arises, but it is not so with regard to other powers which may be exercised (so as to create a new legal estate) after the expiration of the period allowed by the rule.

It is to be observed (and this is a point of practical importance) that in giving additional powers of leasing or mortgaging to trustees it is essential to provide that the powers must be exercised, if at all, within the time allowed, namely, lives in being and twenty-one years afterwards. If the power is such that it may be *exercised* after that time, it is wholly void, but if it *must* be exercised within that time, it is not void except as regards any purported exercise which offends the rule.

It will be understood that I am not referring to trusts for sale or powers which are statutory, but only to powers which are conferred upon trustees in addition to their trusts or statutory powers. There is, of course, nowadays no such thing as a power of sale of a legal estate which is not statutory, and therefore beyond being impeached for any alleged infringement of the perpetuity rule; and, as I have said, trusts for sale never did or could offend against the rule because courts of equity (in which alone they were originally recognised and enforced) always construed them as being only applicable and capable of being exercised within the period prescribed by law.

By way of illustration I may mention a case where Form 9 in the Fifth Schedule to the L.P.A. is used to vest property in trustees for sale, and there is added a power to the trustees to mortgage the property. How is an intending mortgagee to know whether the power is good or not? In order to satisfy himself of that he must investigate the beneficial title to see whether the power must of necessity be exercised within the perpetuity period which would, so far as I understand the purpose of the form, defeat its object. However, Form 9 is a very curious document. I only mention it because I happen to have had to consider the effect of an assent following that form which purported to confer powers of mortgaging upon the trustees. Of course, acting for a mortgagee, one can dictate one's own terms, so the matter is not of much importance except as a reminder that things are not always what they seem, and it does not follow that because trustees for sale are in express terms empowered to mortgage they can do so, although the power is purported to be given in an assent in the form of that deplorable "Form No. 9."

The only safe and proper way of conferring additional powers upon trustees for sale is to expressly limit the time during which such powers may be exercised so as to conform with the perpetuity rule, otherwise the powers will be void altogether and anyone claiming under a purported exercise thereof will not acquire a good title.

NATURALISATION CERTIFICATES COMMITTEE.

When the Certificates of Naturalisation (Revocation) Committee met at the Law Courts recently Mr. Justice Swift, who presided, said that it had been represented that the Committee, like other judicial bodies, should in future sit in public. It had been suggested that the reason for holding the inquiries of the Committee in private, which had usually been the course in the past, had now disappeared. His Lordship asked that those matters might be brought to the notice of the Attorney-General.

Landlord and Tenant Notebook.

Allotment Holders and Security of Tenure.

Among the grievances aired at a recent meeting of allotment holders was a complaint of lack of security of tenure. As is usual, the suggestion appears to have been that the Legislature should do something about it. The members of the association were no doubt well aware that Parliament has done something for them already; probably, like the Yorkshire guest at the Mansion House banquet who reacted to a liqueur by saying: "Eh, lad, tha canst bring me a moog o' that," they regard the something as a sample.

The provisions in question are contained in numerous statutes, some dealing primarily with allotments provided by local authorities, others concerned chiefly with the relationship between landlord and tenant. The arrangement of the Allotments Act, 1922, which is of the latter class, is somewhat deceptive. The only section purporting to be of general application in the matter of security of tenure is s. 1, which prohibits landlords from terminating tenancies of land let for use as allotment gardens, except by six months' or longer notice to quit, expiring between 29th September and 6th April; or by exercising a power to determine by three months' notice if the land be required for building, mining or other industrial purposes, or for roads or sewers in connexion with those purposes; or by a similar notice if the landlord, who must in this case also be the grantor, is a public undertaking requiring the land for its own purposes, but in this case less than three months' notice may be given in the event of emergency; or by a similar notice if the landlords, who again must be the original grantors, be a local authority requiring the land for the purpose for which they acquired it (in this case there is no special provision for emergency); or by forfeiture for non-payment of rent or breach of covenant, or bankruptcy, etc. Tenancies of land held by the Admiralty, War Department or Air Council and required for naval, military or air forces, are not protected.

The allotment holder who has read the section summarised above may, in spite of the savings and exceptions it contains, feel somewhat elated; and may then experience a sense of disappointment when he comes to the first sub-section of s. 3, by which it is enacted that the provisions in question shall not apply to any parcel of land attached to a cottage. It has been suggested—and I do not quarrel with the proposition—that "attached" does not necessarily mean "adjoining," so that as long as the land is let with the cottage, it is outside the protection afforded. Special provision has also been made to prevent an allotment holder whose tenancy is for more than a year from claiming under the Agricultural Holdings Act; allotment *gardens* were excluded by the Allotments Act, 1922, and then by the Agricultural Holdings Act, 1923, s. 57 (1).

The next thing to be noted is the definition of "allotment garden," in s. 22 (1): "an allotment not exceeding forty poles in extent which is wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family." The holdings protected in point of tenure are thus a species of the genus allotment, though they are what are colloquially called allotments. By sub-s. (4) land, in fact, used as an allotment garden, is deemed to be let for that purpose, and this brings into operation the provisions as to security of tenure (s. 1). No definition is given of "cottage" (none was given by the repealed Allotments and Cottage Gardens Compensation for Crops Act, 1887); query, can it be that s. 1 does apply to a parcel of land attached to a largish house? As to "allotment" the 1922 Act did not define the word for the purposes of the Act, but s. 3, which relates to compensation, defines it for that purpose only; the Allotments Act, 1925, however, commences with a definition, but as no security of tenure is afforded in the case of the genus, the matter is outside the scope of this article.

Special provisions other than those contained in the 1922 Act affect allotment gardens formed of land compulsorily hired by local authorities, and those formed of land let to a local authority or to an association for the purpose of being sub-let as allotment gardens. In order to appreciate the position in these cases (probably the majority), it is necessary to turn to the Small Holdings and Allotments Acts, 1908-1926.

The first of these statutes authorised local authorities to acquire land for "allotments," by agreement or compulsorily. An authority is under no duty to provide allotments of more than one acre (s. 23 (4)); no one person is to hold more than five acres (s. 27 (3)); and by s. 28 (3) rules made by the council must provide for "reasonable" notice to be given to a tenant to determine his tenancy. By s. 46 owners may resume possession of land compulsorily hired if it was wanted for building, mining or industrial purposes. This statute, and others of the series, draw no distinction between "allotment" and "allotment garden," but in the nature of things the holdings would, of course, normally fall within the definition of allotment garden contained in the Allotments Act, 1922.

Now the 1922 Act, though not one of the series referred to, authorises local authorities to enter land "not the subject of a rateable occupation" and to let it for use by the tenant as an allotment garden, or to an association for sub-letting for such use (s. 10); but "so that any tenancy created by the council shall terminate at the date when the right of the council is terminated." That right can be terminated by six months' notice expiring between 29th September and 6th April; alternatively, the 1922 Act provided for two months' notice if the land were wanted for a non-agricultural purpose, but this has been replaced by a more elaborate provision in the Allotments Act, 1925, and the requirement is now three months' notice if the purpose is neither agriculture, sport nor recreation, and six months' notice expiring between 29th September and 6th April if the land be required for purposes of sport or recreation.

Safeguards against the abuse of powers to determine are provided both in the case of land compulsorily hired and in the case of land let to a local authority or association or entered. For the former, the Small Holdings and Allotments Act, 1926, s. 18 (2), enacts that the owner must satisfy the Minister (of Agriculture) as to his intentions *before giving* notice; in default, the notice is invalid. Moreover, if he does not succeed, he may not renew his application for two years. While under the Allotments Acts, s. 11 of the 1922 Act, as amended by s. 9 of the 1925 Act, give the council or the association the right to submit the question of the owner's *bona fides* to arbitration. A counter-notice must be given within twenty-one days of receiving the owner's notice, and the arbitration is governed by the Agricultural Holdings Act in point of procedure.

Our County Court Letter.

THE VALIDITY OF ADVERTISING CONTRACTS.

In the recent test case of *Cox and Pickering* v. *Hatton*, at Bournemouth County Court, the claim was for £13 for advertising fees (or for damages for breach of contract), but the defendant denied liability on the ground of the false representation of the plaintiffs' canvasser. The plaintiffs had obtained sites in certain streets for the erection of advertising cabinets, in which estate agents were to advertise (free of charge) the properties on their books—provided they supplied the names of incoming tenants to certain tradesmen, who paid the plaintiffs for the right to advertise in the remaining panels. Having negotiated a free advertisement from Messrs. James and Sons (estate agents) the plaintiffs' canvasser represented

to the defendant (who was a plumber and electrician) that (*a*) if he agreed to advertise in the same cabinet he would get three or more jobs a week from James and Sons; (*b*) if the latter expectation were unfulfilled he would not have to pay for the advertisement. The canvasser represented himself as an agent of James and Sons, whose name appeared (immediately above the defendant's signature) in the document signed by the defendant, who also inserted the words "ten shillings." The defendant did not read the document, however, and the first mention of the plaintiffs' name was from their canvasser, when he took a hurried departure with the signed agreement. The defendant received a confirmation and copy of the agreement next day, but, as this was the first intimation that he was dealing with the plaintiffs, he promptly wrote to them (and also to Messrs. James and Sons) repudiating the contract. In a reserved judgment, His Honour Judge Maxwell Hyslop observed that the defendant had no recollection of inserting the words "ten shillings," and no clear account of their presence was given by the canvasser. The latter was not paid any salary, or even travelling expenses, but depended upon commission for a living, and was not such a reliable witness as the defendant. The claim therefore failed, and judgment was given for the defendant, with costs.

In *T. Cook and Co.* v. *Cooper*, recently heard at Liverpool County Court, the claim was for £12 12s. as the price of an advertisement in *The British Exporter*. The plaintiffs were home and export promulgators, and the sole partner and his traveller had called upon the defendant, who signed an advertisement contract, but subsequently denied his signature and repudiated liability. The defendant's case was that all he had signed was a list of the articles he could manufacture, as he could not afford to advertise, and had thought the two callers were customers for his electro-plate goods. In the absence of a handwriting expert, the defendant was asked to sign his name in court, and it was held by His Honour Judge Dowdall, K.C., that the document had been signed by the defendant, although his mind did not accompany the act. Judgment was, therefore, given for the plaintiffs, with costs.

Practice Notes.

PATENT LAW PRACTICE.

Mr. Justice Eve, in a reserved judgment on a motion in a patent case on Tuesday last, held that the court could not direct the issue of a writ of prohibition to restrain the Controller-General of Patents from proceeding to grant an application for a patent as of a particular date, and that if an intended grant was wrongly sub-divided or ante-dated by the Comptroller the point was one which could still be raised in proceedings of opposition to the patent.

CAVEAT EMPTOR.

The scope of this doctrine was illustrated in two recent cases. In *Davies* v. *Jones*, at Caernarvon County Court, the claim was for £59 as the price of furniture, and the counter-claim was for £100 as damages for fraudulent misrepresentation or for breach of warranty. The defendant's case was that (in reliance upon a representation that the takings averaged £36 a week) he had paid the plaintiff £200 for the goodwill and £575 for the stock of a grocery and drapery business, whereas the takings at first were only about £11 a week, and only rose to £23 a week several months later. The plaintiff's case was that (1) he had paid £50 for the goodwill ten years previously, and his takings had once been £60 a week; (2) although he continued to live at the premises for three months after the sale, the amount of the takings was only mentioned once by the defendant: (3) the diminution was due to bad trade in the quarries. His Honour Judge Sir Artemus Jones, K.C., gave judgment for the plaintiff on the claim (which was admitted) but, although there was no evidence of fraud, he held that the takings had been guaranteed at £30 a week, and the defendant was therefore entitled to judgment for £65, each party to pay his own costs.

In *Beckwith* v. *Steel*, at Chelmsford County Court, the claim was for £50, the amount of a promissory note, and the counter-claim was for cancellation of the note and £1,000 damages for misrepresentation on the sale of a restaurant. The defendant's case was that (in reliance upon representations that (*a*) twenty dinners were served each day, (*b*) a staff of four was necessary, (*c*) a cigarette machine outside yielded £1 a week profit, (*d*) the takings were £2,000 a year, he had agreed to buy the business for £700, of which he had paid £400 in cash and had given six promissory notes of £50 in respect of the balance due, viz., £300. He had also taken a lease for twenty-one years at an annual rent of £104, whereas the rateable value was £40 gross and £30 net, and the monthly takings only averaged £56 (about £700 a year). The plaintiff's case was that (*a*) his average takings were £26 a week and his income tax assessment £300, (*b*) being himself a Roman Catholic, many of his customers had been of that faith, (*c*) he had served about seventy dinners a week, but denied mentioning twenty dinners a day or that his takings were £2,000 a year, (*d*) he offered to produce his books, but the defendant was satisfied without an inspection, and they had since been destroyed, (*e*) the defendant was inexperienced, and endeavoured to do a higher class trade than was called for, but had made no complaint until six months after the sale. His Honour Deputy Judge Rowley Elliston observed that the defendant had made the bargain without taking elementary precautions, and judgment was given for the plaintiff on the claim and counter-claim, with costs.

Correspondence.

Stipendiary Magistrates.

Sir,—The writers of the article "Summary Justice" and of the letters in the recent numbers of The Solicitors' Journal appear to have a somewhat limited acquaintance with the work of Courts of Summary Jurisdiction. They appear to be of the opinion that where a stipendiary magistrate has been appointed, he transacts all magisterial work, and that "clerks in the Metropolitan Police Courts" are clerks to justices.

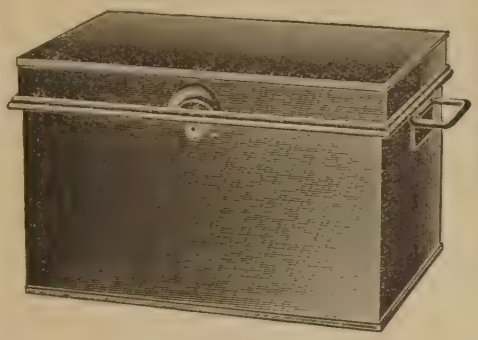
There is a highly competent and efficient stipendiary magistrate in Manchester, but, as four courts are held in that city daily, the greater number of the cases are disposed of by the lay magistrates. If the lay magistrates were eliminated the Manchester Corporation would have to pay the salaries of four stipendiary magistrates instead of one as at present.

By "clerks in the Metropolitan Police Courts," I presume that one writer means "chief clerks," as he could scarcely intend to include the whole of the chief clerk's staff. Chief clerks are civil servants, and, as a rule, are neither barristers nor even despised solicitors. As there are no lay magistrates in their courts, their duties do not include the most important duty of a clerk to justices, which is to advise their justices on legal questions. In the Metropolitan Police area there are "clerks to justices," who are clerks to lay magistrates.

The assumption on which one of the writers bases his arguments is that a man who has been called to the Bar is a properly trained man, whereas a man who has been admitted a solicitor is not. There is a considerable body of opinion that considers the standard of examination for the solicitors' branch of the profession is quite as high as that for the Bar, and that a solicitor's experience is more practical than that of a barrister.

Years ago, stipendiary magistrates were appointed in the provinces owing to the demand of the working classes that cases under the Employers and Workmen Act should be

DEED BOXES.



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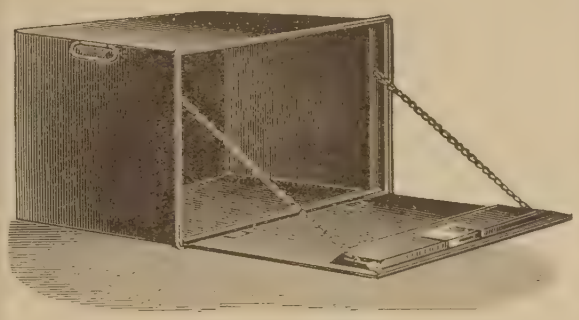

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tried by a stipendiary magistrate instead of by the lay magistrates who were then almost entirely appointed from the ranks of the employers. The number of these cases has now diminished to very small proportions, and, in addition, labour is very well represented upon every bench. Therefore there is now no demand by labour for the appointment of stipendiary magistrates. Moreover, the views held at Whitehall have undergone a change. It is considered there that stipendiary magistrates are somewhat prone to get into a rut, and are not so open to consider new ideas as lay magistrates.

Courts of summary jurisdiction are the cheapest courts of justice in England and Wales. They work very well in practice, the lay justices acting like a jury deciding the question of facts, and the clerk to justices deciding upon the points of law that arise. That they give satisfaction to the persons tried is proved by the fact that defendants, when given the option to be tried at Quarter Sessions or Assizes, almost invariably choose to be tried at once by the local magistracy.

There are about 1,000 petty sessional divisions in England and Wales, and about 750 clerks to justices, and if the proposal is that a stipendiary magistrate should sit in all these courts, the sixteen stipendiary magistrates already appointed would have to be considerably increased. Their salaries of say £1,000 to £1,500 each would have to be borne by the ratepayers. The probability of any serious demand being made for incurring this large expense appears to be somewhat remote.

Stipendiary magistrates are appointed by the Home Secretary for the time being on the petition of a local authority who undertake to pay a certain salary. The King, on the recommendation of the Home Secretary, then appoints a barrister of seven years' standing. His practice may have been limited to the Commercial Court or the Divorce Court. His appointment is the end of his professional career. If he is conscientious he devotes months of study to master the specialised work he will have to perform. Some, there may be, who merely look up the practice as and when any points arise, and depend to a large extent on the clerk to the justices.

I submit that there are clerks to justices who can compare favourably with any stipendiary magistrate, and that the work by their benches of lay magistrates is performed as efficiently and as well as in any stipendiary magistrate's court.

The suggestion that all clerks to justices should be debarred from private practice is impracticable. The writer of the article appears to have had little experience of the provinces. A very large number of clerks to justices do not receive a net salary exceeding £200 per annum, and it is impossible to obtain the services of a solicitor of any standing who could afford to surrender his private practice for so small a remuneration. My surprise is that they perform their duties so efficiently and well for so paltry a salary. Their salary is fixed having regard to the justices' clerk's fees received, which are paid by them to the local authority. It is not feasible to obtain payment of larger salaries.

At the present time about forty out of the 750 clerks to justices are whole-time officials, so that the suggestion made is far-reaching.

19th June. A Clerk to Justices.

LAW AND SPORT.

Mr. Justice Charles has presented a cricket challenge cup to be competed for by barristers' clerks. The clerks of the Temple are the present holders of a football challenge cup presented by Mr. A. T. Miller, K.C. Both these trophies are evidence of the continued interest taken in sport by members of the Bench and Bar after they have ceased to be active participants.

Although possessed of a Sports Club, the clerks of Lincoln's Inn are not so well organised on the athletic side as those of the Temple, and we understand that a meeting is to be held in the Inn on Tuesday next, the 30th inst., with a view to placing equity and common law on more level terms.

Reviews.

Blood Grouping in Relation to Clinical and Legal Medicine. By Laurence H. Snyder, Sc.D., of the Committee on Blood Grouping, National Research Council. London: Bailliere, Tindall & Cox. 22s. 6d. net.

This volume, the work of a distinguished American scientist, deals with a subject that is of a highly technical character but nevertheless capable of being made intelligible at all events in its broader aspects even to the lay reader. The discovery of what are termed "blood groups" within the human race by means of which disease can be traced and dealt with upon what may be termed hereditary lines must necessarily mean a great advance in pathological science. The subject of blood transfusion, about which so many remarkable disclosures in remedial surgery have recently been made, is closely affected by the researches of men like Dr. Snyder. To the lawyer this work presents a department of research which may prove of immense importance in the investigation of crime, and the chapter on "Blood Groups in Legal Medicine" discloses clearly how great is its value in that direction. We cordially commend the volume, for that reason alone, to the notice of that section of the legal profession concerned in the administration of the criminal law.

Books Received.

Further Points in Practice under the Law of Property Acts. Being questions and answers from *The Solicitors' Journal*, 1928 to 1930. Arranged, revised and edited by J. P. H. Cookson, Solicitor. Medium 8vo. pp. xvi and (with Index) 156. London, Liverpool and Glasgow: The Solicitors' Law Stationery Society, Limited. 12s. 6d. net.

The Life and Adventures of Carl Laemmle. By John Drinkwater. With twenty-two plates. 1931. Medium 8vo. pp. 275. London: William Heinemen Limited. 10s. 6d. net.

Municipal Internal Audits. By Arthur Collins, F.S.A.A. 1931. Demy 8vo. pp. vi and (with Index) 256. London: Gee & Co. (Publishers) Limited. 8s. 6d. net.

A Treatise on the Law of Sale of Personal Property with References to the French Code and Civil Law. By Indah Philip Benjamin, Q.C. 1931. Seventh Edition by His Honour Judge A. R. Kennedy, K.C., Master of the Bench of the Hon. Society of Lincoln's Inn. Medium 8vo. pp. xlviii and (with Index) 1130. London: Sweet & Maxwell Limited. £3 3s. net.

The Secretarial Handbook. Being a Practical Guide to a Secretary's duties under the Companies Act, 1929. Edward Westby-Nunn, B.A., LL.B., Barrister-at-law. Third Edition. 1931. Large Crown 8vo. pp. viii and (with Index) 235. London, Liverpool and Glasgow: The Solicitors' Law Stationery Society, Limited. 6s. net.

The Justices Note Book. Containing a short account of the Jurisdiction and Duties of Justices and an Epitome of Criminal Law. By the late W. Knox Wigram, J.P. Twelfth Edition, by Sir John Edwin Mitchell, J.P., of the Middle Temple, Barrister-at-law, Recorder of Rye, and Joseph Smith, Solicitor, Clerk to the Justices of the County Borough of Dudley. Foolscap 8vo. pp. viii and (with Index) 525. London: Stevens & Sons Limited. 12s. 6d. net.

Ministry of Health—Annual Local Taxation Returns, England and Wales, 1928-29. Part II. Comparative Local Financial Statistics, 1931. H.M. Stationery Office. 3s. 6d. net.

The Scottish Law Times. 1931. Pts. 26 and 27. June 13th, 1931. Annual subscription £2 10s. Edinburgh: W. Green and Son, Ltd.

POINTS IN PRACTICE

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten in duplicate, addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Landlord and Tenant—Option in Lease to make Improvement and of Purchase—Compensation.

Q. 2232. Trustees own a dwelling-house and have received an offer to take it on lease for ten years at an annual rent of £100 with an option to purchase, the prospective tenant to be at liberty to convert into shop property at his own expense, which will involve him in a cost of about £500. The trustees are willing to grant a lease and option on these terms, but your advice is sought on the question whether the tenant, should he fail to exercise his option, can claim for improvements under the Landlord and Tenant Act, 1927. The amount the tenant will have to spend is a factor in arriving at the figure of the rent and the price at which the option can be exercised.

A. If as a condition of the granting of the lease the tenant actually covenants to carry out the alteration, we think there is no doubt the case would come under s. 2 (1) (*b*), and no compensation could be claimed. If the tenant is merely given an option to do the work the position is more doubtful, but if the lease is worded to show that the option to purchase at a price which is stated to be based on the value of the building as a dwelling-house is given as consideration for the option to make the alterations we think the tribunal would be right in holding that there was a contract under the proviso in s. 9.

Income Tax on Policy Moneys.

Q. 2233. A private limited company effects a substantial insurance against consequential loss, the premium being about £100 per annum. This premium is charged as an expense in the profit and loss account of the business, but the amount will be added back in the computation each year, unless the company gives the usual undertaking to bring in any payment received under the policy into profit and loss account. The company is of opinion that for the relatively small saving of tax on £100 each year it is not worth their while to give the undertaking, as a substantial claim might easily lead to the company receiving say £10,000, on which it would certainly not wish to pay tax. It seems, however, that a difficulty might arise in withdrawing this money from the company, as presumably if it was not to be regarded as income in the company's hands for tax purposes it could not be used for dividends but must be regarded as capital. An opinion is therefore desired as to how, in the event of the undertaking not having been given, the proceeds of a claim could be distributed to the shareholders without having to be treated as a repayment of capital involving the sanction of the court.

A. The question appears to imply a fallacy, viz., that the refusal of the undertaking entitles the company to deal as it pleases with any proceeds of the policy, e.g., by treating the amount as capital. The only effect, however, of not giving the undertaking is that the premium cannot be included as an expense in calculating profits, but this gives no consequential right of excluding from the profit and loss account any payment which may be received under the policy. The nature of the insurance is not disclosed, but "consequential loss" implies that it is for loss of profits, and the amount will, therefore, be income—whether it is composed of many items of profits on separate transactions with customers or whether it is received in a lump sum from the insurance company. See *J. Gliksten and Son Limited* v. *Green* [1929] A.C. 381, especially the speech of Lord Buckmaster at the bottom of p. 384, and the speeches of Viscount Dunedin and Lord Warrington on p. 385. The company would, therefore, be compellable to include the £10,000 (for example) as a profit, even in the absence of the undertaking, so that the latter might just as well be given, in order to enable the premium to be charged as an expense. There appears to be no possibility of treating the proceeds of a claim as capital, and the question of repayment to shareholders, with or without the sanction of the court, does not arise.

Enfranchised Land—Separate Compensation Agreements by Reversioner and Owner of Derivative Term.

Q. 2234. Whiteacre was formerly copyhold but enfranchised by the L. P. A., 1922. It is proposed now to enter into a compensation agreement for the extinguishment of the manorial incidents preserved by that Act. The reversion is vested in A and the derivative term of ninety-nine years in B. Both are liable to pay compensation according to their respective interests (*vide* Manorial Incidents (Extinguishment) Rules, 1925, para. 54 (*a*)). In order to save law costs it is suggested that the reversioner and owner of the derivative term should extinguish the manorial incidents under one agreement. Would this be possible? We can find no precedent and by whom under such circumstances would the agreement be held?

A. Assuming that the fines in the manor were certain, the L.P.A., 1922, s. 142, as slightly amended by the L.P. (Amend.) A., 1924, 2nd Sched., para. 3 (2), appears to indicate that the desired composite agreement cannot be effected. Separate agreements are provided for and to be made independently. See also the Manorial Incidents (Extinguishment) Rules, 1925, Pt. IV of Sched., r. 54, and "Everyday Points in Practice," Pt. III., s. 5, case 3, p. 238.

Freeholds—Partition Deed.

Q. 2235. A, B and C bought a freehold farm in 1927 which was conveyed to them in the ordinary form in trust for sale. The purchase-money was provided by them equally, and they are beneficially entitled to the property in equal shares. A portion has been sold, and they have agreed to split up the remainder of the farm and each take a separate portion instead of a share in the whole. Will you please say in what form you advise that the conveyance or conveyances should be taken and to what stamp duty the deeds would be liable, and any special clause which should be inserted.

A. We suggest a deed of partition, executed in triplicate, will meet the case. A, B and C will convey A's share to him in severalty in fee simple, and so on for B's and C's shares. If nothing is paid for equality of partition the stamp on the original will be 10s. and each duplicate should bear a 5s. and denoting stamp. As to special clauses, some agreement will have to be reached as to the custody of the deeds relating to the property as a whole, and suitable acknowledgments (and possibly undertakings) inserted. Some special arrangement as to covenants for title may be required. A precedent along these lines will be found at p. 218 of vol. 2 of the second edition of "Bythewood and Jarman." In this precedent we take it that the third clause is alternative, as there do not seem to be any implied covenants for title. On the following pages of the same book will be found a precedent for a case where the transaction is carried out by separate deeds.

Notes of Cases.

House of Lords.

Arneil *v.* **Paterson.** 14th May.

Dogs—Sheep Worrying by Dogs—Different Owners—Joint and Several Liability—Dogs Act, 1906.

This was an appeal from the First Division of the Court of Session in Scotland. The facts were not in dispute.

On 21st January, 1930, two dogs, one a cross-Airedale belonging to the first defender, and the other, a collie, belonging to the second defender, trespassed on the pursuer's farm where a flock of sheep were grazing and acting together attacked and worried the sheep, killing and injuring a number of them. In an action for damages brought by the owners of the sheep against the owners of the dogs under the Dogs Act, 1906, the question arose whether the defenders were jointly and severally responsible for the damage, or whether the damage should be divided between them. The action was defended by the respondent Paterson only. The Sheriff-substitute granted decree against the defenders jointly and severally for £60, the agreed amount of the damage. The First Division recalled that decision and found that the defender Paterson was liable for one-half only of the damage.

Lord Hailsham, in giving judgment, said there was nothing to show that the respondent knew that his dog had any vicious propensity, and the only claim was based on the Dogs Act, 1906, which provided that the owner of the dog should be liable for the injury, and that it was not necessary to show a previous mischievous propensity in the dog or neglect on the part of the owner. The claim therefore depended entirely on the effect to be given to the statute. There were two elements to be considered: first, the element of liability; and, secondly, the element of damage. As to liability the statute imposed liability on the owner for the injury done to the sheep by the dog. But it was said that as the dog was accompanied by another dog in doing the damage such owner was responsible for one-half. He thought that was a mistaken view of the statute, which dealt with liability only. When once the liability was established the ordinary measure of damages had to be applied. It had to be ascertained how much damage each dog had done. In this case he thought that each dog caused the whole damage as the result of the dogs acting together. If so, each owner was responsible for the whole of the damage. Reference had been made to *Piper* v. *Winifrith*, 34 T.L.R. 108, where Atkin, J., said: "Each owner might be liable for the whole damage if it could be shown that the dogs had so worked together that each had caused the whole damage." Here it was admitted that the two dogs were acting together and each owner was liable for the whole of the damage because each dog in the eye of the law did the whole damage. For these reasons he thought that the interlocutor of the Court of Session should be reversed.

Lords Dunedin, Warrington, Atkin and Thankerton concurred.

Counsel: *The Dean of Faculty* (Condie Sandeman, K.C.), and *J. A. R. Mackinnon; James Stevenson.*

Solicitors: *Barlow, Lyde & Gilbert*, for *Ketchen and Stevens*, W.S., Edinburgh; *Lee, Bolton & Lee*, for *R. M. and W. M. Lennox*, Kilsyth, and *Laing & Motherwell*, W.S., Edinburgh.

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

Court of Appeal.

Rugg-Gunn *v.* **Rugg-Gunn and Archer.**

Lord Hanworth, M.R., Lawrence and Romer, L.JJ. 14th April.

Husband and Wife—Divorce—Practice—Several Issues of Fact—Right of Party to Jury—Discretion of Court—Matrimonial Causes Act, 1857 (20 & 21 Vict., c. 85), s. 28—Juries Act, 1918 (8 & 9 Geo. 5, c. 23), s. 1 (*d*)—Administration of Justice Act, 1920 (10 & 11 Geo. 5, c. 81), s. 2 (1) (*b*)—Administration of Justice Act, 1925 (15 & 16 Geo. 5, c. 28), s. 3—Supreme Court of Judicature (Consolidation) Act, 1925 (15 & 16 Geo. 5, c. 49), ss. 103, 177.

Appeal from a decision of Langton, J., upon an interlocutory summons.

The husband petitioner alleged adultery, which the wife and the co-respondent denied, and by her answer the wife alleged cruelty by the petitioner and prayed for a decree of judicial separation. The Registrar granted her application for the case to be heard by a special jury, but, on the questions for the jury being submitted to him, he sanctioned those relating to the alleged adultery, but rejected the question as to the alleged cruelty. On appeal, Langton, J., held that the respondent was not entitled as of right to have the matter determined by a jury, and, in the exercise of his discretion, he refused to allow the issue of alleged cruelty to be so tried. The wife appealed. The court dismissed the appeal.

Lord Hanworth, M.R., said that the appellant alleged that by s. 28 of the Matrimonial Causes Act, 1857, in the case of a petition charging adultery, either party might insist on having the contested matter of fact tried by a jury. His (Lord Hanworth's) own view was that that referred to the matters of fact connected with the main charge, the alleged adultery, and did not refer to counter-charges which might be brought by either party; but he was prepared to allow that s. 28, if it still applied, would also give a right to insist on a jury in a case, such as the present, when counter-charges of cruelty were being considered. It was interesting to note that there were different degrees of cruelty. In *Russell* v. *Russell* [1897] A.C. 395, Lord Herschell, in the House of Lords, called attention to the fact that there was a difference between what might ordinarily be called cruelty and what would be cruelty in law. A finding of a jury would establish whether there had or had not been adultery, but it was more difficult to draw an inference whether there had been cruelty, and the judge might well wish to retain the decision on the latter point in his own hands. It was necessary, however, to consider what had taken place since the Act of 1857. In the Juries Act, 1918, and the Administration of Justice Act, 1920, the right given by s. 28 of the Act of 1857 was preserved. Section 3 of the Administration of Justice Act, 1925, which was only in operation a short time, provided that provision might be made by rules of court for cases where a jury should be allowed in the High Court. Then came the Supreme Court of Judicature (Consolidation) Act, 1925, which repealed the Act of 1857 and the Administration of Justice Act, 1925, and the result was that after 1st January, 1926, the Act of 1857 could no longer be relied on. It was significant to note that s. 177 of the Consolidation Act practically repeated s. 28 of the Act of 1857, but the provisions as to the right to a jury were omitted. The court must take the statutes as it found them, and it appeared that the right to a jury in matrimonial cases was no longer provided for. The rules made in 1924 to deal with matrimonial causes numbers 30 to 34, made no provision giving either party a right to demand a jury.

Lawrence and Romer, L.JJ., gave judgments to the same effect.

Counsel: *Willis*, K.C., *G. Tyndale* and *Rolfe*, for the appellant; *Roland Oliver*, K.C., *T. Bucknill* and *R. T. Barnard*, for the respondent.

Solicitors: *Wingfields, Halse & Trustram; Morgan, Price, Marley & Rugg.*

[Reported by G. T. Whitfield-Hayes, Esq., Barrister-at-Law.]

Mr. E. W. Sampson, solicitor, Blackheath, S.E., left estate of the gross value of £11,824, with net personalty £10,745.

High Court—King's Bench Division.

Ward *v.* British Oak Insurance Co., Ltd.

Charles, J. 17th June.

INSURANCE — THIRD PARTY RISKS — JUDGMENT AGAINST INSURED—UNSATISFIED —INSURED VOLUNTARILY LIQUIDATED—JUDGMENT CREDITOR'S CLAIM TO INSURED'S RIGHTS —THIRD PARTIES (RIGHTS AGAINST INSURERS) ACT, 1930 (20 & 21 GEO. 5, c. 25), s. 1 (1).

In this action Jack Isaac Ward, who sued as a poor person, claimed from the British Oak Insurance Co., Ltd., £154 7s. 8d. under the Third Parties (Rights against Insurers) Act, 1930. On the 17th November, 1927, the plaintiff was injured in an accident by a motor vehicle belonging to James and Clark, Ltd. On the 22nd February, 1928, he issued a writ claiming damages from that company and their driver. Judge Crawford, in the Edmonton County Court, gave judgment for the plaintiff for £100, and costs amounting to £54 7s. 8d. That judgment was not satisfied. Before the action was begun, but after the accident, James and Clark, Ltd., went into voluntary liquidation. The liquidator did not claim from the present defendants, the insurance company with whom James and Clark, Ltd., were insured against third party risks, the amount of their liability in respect of the accident. The plaintiff now claimed that the rights of James and Clark, Ltd., against the defendants were transferred to him by s. 1 (1) of the Third Parties (Rights against Insurers) Act, 1930. The defendants submitted that the Act did not apply, because the plaintiff's rights against the insured accrued before the Act was passed.

CHARLES, J., said that the two questions appeared to be: (1) Was the plaintiff's right in being before the Act was passed? (2) if not, was the Act retrospective? He had to look at the section and see whether, without straining language, he could say that it connoted retrospection. He could find nothing in the section which made it retrospective, and if the plaintiff was to succeed it was absolutely necessary that the Act should be retrospective. If the liquidator liked he could even now go to the insurance company and ask that they should indemnify him against damages to the plaintiff, but he would not do so. He must, reluctantly, give judgment for the defendants.

COUNSEL: *Percy Lamb*, for the plaintiff; *Ernest Hancock*, for the defendant.

SOLICITORS: *Dennes, Lamb and Drysdale; Munton, Morris, King and Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

On the 29th June, 1842, Sir William Alexander died. His appointment to the Bench was a surprise to himself and to everyone else, for, having spent twenty years at the Chancery bar and another fifteen as a Chancery master, he was suddenly called out into the light of day, despite his own misgivings and the disapproval of the profession, to become Chief Baron of the Exchequer. His promotion was, however, justified by the event and for seven years he presided over his court with the greatest ability. In person, he was well built and portly, with handsome and regular features, marred only by the defective appearance of his nose, which gave the impression that a piece had been chipped out of it. An eminent member of the bar used to say that the Chief Baron's face always reminded him of the Elgin marbles.

METAPHYSICS DEFINED.

"Two men talking together, one not knowing what the other means and the other not knowing what he means himself," was the definition of metaphysics recently suggested by Greer, L.J. It recalls the spirit of one of Lord Bowen's best and most destructive epigrams, "When I hear of an equity in a case like this, I am reminded of a blind man in a dark room, looking for a black hat that isn't there." As a matter of fact, I am informed that the present Archbishop of Liverpool once quoted this very phrase of the great lawyer in speaking of the futility of certain forms of metaphysical speculation.

A HEAVY CASE.

"I'd got so sick of gravel and sand, I'd got gravel in my soul." So spoke Eve, J., recently after giving judgment in a highly technical mineral case which had lasted over two days. This remark recalls the unintentionally amusing dictum of a judge who was trying a case in which copper was involved, but who kept referring to the metal as lead. After counsel had corrected him several times, he apologised for his forgetfulness, saying, "I beg your pardon, gentlemen—copper; but I can't get the lead out of my head."

THOUGHTS REVEALED.

"Rightly or wrongly," said Luxmoore, J., recently, "I'm so constituted that I can't help thinking out loud." In this he shares one of the characteristics of the great Mr. Baron Parke, only with the difference that that learned judge was never aware when his reflections were audible. Once, while trying a prisoner charged with stealing faggots, he was heard to mutter to himself, "Why, one faggot is as like another faggot as an egg is like another egg." Counsel for the defence made bold to incorporate this remark in his speech to the jury. His own reflection, thus mysteriously re-echoed, struck the judge's astonished ear and instantly he interrupted the trial in a dramatic fashion. "Stop!" he cried; "It is the intervention of Providence. That is the very thought which passed through my mind. Gentlemen, acquit the prisoner."

A Lawyer at Ascot.

I stood on Ascot Heath on Gold Cup day
At six a.m., before the world was up,
And watched the minions in their rubber boots
With mallets thumping where the turf was scarred,
And Colonel Gordon Carter, C.V.O.,
Directing operations on a hack;
But no one present wore Enclosure clothes
And very few a collar or a tie.
Then wondrous horses came in twos and threes
In charge of gaitered lads in stable clothes.
The hopes of Paris, Wantage, Epsom Downs,
And that great other Heath where horses train,
Each silken darling blowing through his nose
And making graceful curtsies to the gorse.
Each one in turn was galloped up the rails
Breasting the rise with mimic thunder feet
In earnest of the things he's meant to do
A little later, with a jockey up
And Royalty watching through a racing glass.
But me, I had no time to wait and don
The tall white hat that marks the gentleman,
And so I turned my back on horse and Heath
And got some breakfast and went off to work.
But he who's seen blood horses cantering
At six o'clock upon an open Heath
On Gold Cup day, can face a day in town,
Remembering that he too can love a horse
As well as any tailored man and rich.

ALEXANDER COPPERSMITH.

Mr. ARTHUR S. BROUGHTON, solicitor, St. Annes-on-Sea, has been appointed an Assistant Solicitor in the Department of the Town Clerk of Walsall (Mr. Herbert Lee).

The Law Society.

A valuable address to law students was delivered by Sir Roger Gregory, the President of The Law Society, on Tuesday last, in the Hall of the Society.

Sir ROGER GREGORY, who was received with applause, said that he felt a certain amount of diffidence in asking the students to attend on the present occasion, as he did not propose to deliver what had been called in the notices an "address." His object, however, in inviting the students to meet him was that he might have a little friendly talk with them and give them some details of the experience of an old practitioner, which he hoped might be of some use and interest to them, both at the present time and later on, in the discharge of their professional duties.

At a meeting of students engaged in the study of the law he felt he would be lacking in sympathy if he did not refer to the death of their good friend, Mr. Fountaine, which had occurred a few days ago as the result of an accident in the Alps. Mr. Fountaine had not been a teacher in the School of Law, but he had done much to help several generations of law students in their studies. He was a man to whom all students could refer and to whom they could look for help and sympathy, and his loss would be felt very deeply by those who had had the opportunity of benefiting by his ability and his wide experience.

His experience was that the profession of a solicitor, although it offered no very great prizes to any of its practitioners, did offer a decent living to those who were willing to put their backs into it and to exercise some thought and some intelligence. The students of the present day, however, when they began to practise, would have to face, perhaps to a greater degree than older solicitors had ever had to face, the advance of officialism and the advance of outside competition. When he himself began the practice of the law there was no Official Trustee, there was no Official Receiver in Bankruptcy, and there was no Official Receiver in Companies' Winding Up. All those were creations of more recent years. He did not mean to say anything against any one of them; on the contrary, he could say without any reservation that their business was well and properly conducted; but still the advance of officialism was a matter that had to be faced. Again, there was no doubt that the students would have to face in the future what some of them might consider to be competition—although he hardly looked upon it in that light—in the methods of business of the banks and the insurance companies in their adoption of the business of trustees and their conduct of that business. He did not think there was any desire on the part of banks and insurance companies to encroach upon the work of solicitors, but the students must remember that they would have to conduct their business so that they could show the public at large that they individually were able to conduct that sort of business just as well as any official of any corporation.

The Work of The Law Society.

How could the rights and the privileges of solicitors best be protected? He ventured to say they could best be protected by The Law Society of England. That society was constantly and busily engaged in the control of the profession, in the settlement of disputes which arose between members, little disputes which were easily settled by a tactful decision.

Again, The Law Society was constantly watching the interests of the profession in Parliament and elsewhere. So great was its influence that there were very few matters of importance proposed by the authorities upon which those authorities did not seek the opinion and assistance of The Law Society, which the Society was always ready to give from the best source available. On the Council of the Society there were men of great and diverse experience. Some members perhaps had great experience in the matter of framing wills or testamentary dispositions, and they were ready to attend a Committee of the House of Commons and give their evidence on such a matter as the recent Intestates' Act. The opinions of those men were received by Parliamentary Committees with the greatest respect and, he thought, with the greatest gratitude. Then, again, some question might arise on company law, and a member of the Council was appointed to sit on the Committee to consider that Bill. He personally had had the honour of sitting, and was sitting at the present time on a somewhat important Committee, and it was a pleasure to him and to other members of the Society to give of their best in the interests of the profession and in the interests of proper and useful legislation.

Again, The Law Society had control of the discipline of the profession. The Discipline Committee was composed of members of the Council of The Law Society, appointed by the Master of the Rolls and endowed by Parliament with the great responsibility of deciding whether a man was fit to continue to be a member of the profession. He had sat on that Committee for several years, and he thought his work in that connection had caused him more anxiety than anything else had done in his business life. Men came before the Discipline Committee charged with some professional offence, and in some instances the Committee heard their sad story. The members of the Committee were made to realise how those men, perhaps in the first instance through little fault of their own, had drifted into something very much worse than a fault, and the Committee, with their experience of the profession, had to decide whether those men should be subjected to professional ruin. They were being tried for their professional lives. He hoped, however, that, with their sense of fairness, the members of the Committee did real justice as between their profession and the public. A stern discipline was maintained, but he thought it was a fair discipline, and it should always be borne in mind that the public must be protected and also that the profession must be protected against the slur which such men would cast upon it.

The Law Society was good enough to examine all the students, a kindness which he was sure every one of them much appreciated. The Society had control of the articled clerks, it had control of the admission of articled clerks to the Roll, and it was the custodian of the Roll of Solicitors. It published many opinions on various subjects of interest to the profession, and it supplied its members with a good deal of useful literature. Mr. E. R. Cook, the energetic and able Secretary of the Society, was always ready to interview any member or to reply to any letters he received from members.

If the solicitors of this country were to maintain their prestige and their weight in the world, it was essential that The Law Society should be strong, and it was only by every member of the profession joining the Society that a really weighty influence could be exercised. He hoped that when the students present had successfully passed their Final Examination they would all become members of the Society at the earliest opportunity.

There was another public work to which he wished to refer, a work which perhaps would not arise until the students were actually in practice, and that was the work of the Poor Persons' Rules. Some years ago the profession had taken over that work. They seldom received the gratitude, never the appreciation, but very often the criticism of those whom they tried to help, but it was a work that did very great honour to the profession, and, as soon as the students were in a position to do so, it was up to them to take their share of that burden which the profession had taken upon itself to its own honour and with the appreciation of all the judicial and other authorities of the country.

The Application of Legal Knowledge.

The Principal of the School of Law and his assistants did their best to give the students a good knowledge of the law of England. He hoped the students understood and appreciated it all and that they were gaining a deep and useful knowledge of the law of England, but they would find it absolutely useless to pass their Final Examination equipped with a knowledge of the law of England alone; they must have the ability to put that law into motion and to use it in the right direction. They could only hope to do that by first ascertaining most accurately the facts with which they had to deal. They must never apply a theoretical opinion to the case with which they had to deal. When they had ascertained the facts, they should arrange them in some sort of order. A sarcastic judge, in addressing counsel, once said: "Mr. So-and-So, do please arrange your facts in some sort of order; chronological is the best, but alphabetical is better than none at all!" It was up to the solicitor to test those facts and to see that they were such as could be presented in a logical sequence to the tribunal that had to decide upon them. In order to do that and to be of use in advising their clients, solicitors must be men of affairs. They must have a knowledge of the world and they must be able to ascertain what any human being was likely to do in any particular circumstances. The students could only hope to attain to that position by taking an interest in what was going on around them. They must read the papers—*The Times* for choice, but *Sporting Life* was better than none at all! They must take a general interest in affairs, they must read books that would be useful to them, they must be friends with their fellowmen, they must discuss with them as friends the various problems of human life, and they must have a certain amount of curiosity. They must understand why things happened, and what things were for. For instance, if they saw a hook on a railway truck they should try to find out why it was there. The students would find it very useful in their professional lives if they constantly asked themselves in reference to various things: "Why are they there? What are they for?" and if they had a certain amount of

intelligent curiosity they would find it enormously useful in the work of their profession.

OFFICE ORGANISATION.

It would be necessary for the students to learn how to organise an office. It was no use thinking that they were going to walk into an office and that a client was going to ask them some question which they could answer in a moment by reference to the rule in *Shelley's Case* or the House of Lords' decision in *The Amalgamated Society of Carpenters* v. *Jenkins*, or something of that sort. They must organise their office, and, whether it was a large or a small office, they had to see that each part was working in harmony with the rest. In the morning they would receive a batch of letters, and he suggested that they should always open those letters themselves and that they should not allow any letter to go out of the office that had not been seen by themselves and signed by a partner. He had seen much trouble and some disasters occur through matters being handed over to the sole control of a clerk. Clerks might be absolutely able and trustworthy, but from their very nature they were not able to apply that process of thought which was expected from a man who had passed his final examination and had been admitted as a solicitor. He also wished to impress upon them as students, the importance of keeping proper records, not lengthy records of events that had occured, but just short notes of what had taken place during the day, upon which they could base their bills of costs. That was a most important part of the work of a solicitor's office. Fortunately, it had become the custom now to deliver a single-item bill which gave a short summary of the work done and a single charge. He thought the students would find that was more acceptable to a client, and that he would be more likely to deal with it as they wished him to deal with it, but if he asked for particulars of it they must be very ready and willing to give him the details on which it was constructed. Above all, the bill should be ready for delivery at the right time. He would like to relate a story which he had often told his clerks and which he suggested the students should bear in mind. A successful man in the lugubrious business of undertaking said to his son, who was about to enter the business: "Now, my boy, you are going to be an undertaker. I have been an undertaker and your grandfather was an undertaker before us, and we have managed to make a decent living out of the business, but remember, my lad, the first principle of our business is to get the bills in when the tears is in their eyes"! Personally he had seen so much sorrow and so much trouble arise from people allowing their accounts to stand over and get into a mess, that he wanted the students to pay particular attention to the fact that they should be able to render to their clients decent and proper bills the moment they asked for them. Solicitors should keep accounts which at any moment would show them the difference between their clients' money and their own, and, whether they were conducting a business of only a few pounds a year or a business running into many thousands, they must keep their accounts in such a way as would show them at any moment whether they had enough available assets in their hands to meet and more than meet any claim that a client could be reasonably expected to make upon them. He would not suggest any particular form of accounts; all he asked the students to remember was that they should keep their accounts in such a way as to distinguish their clients' money from their own.

RELATIONS WITH COUNSEL.

The students would find that in their professioanl lives they often had to have conferences with counsel, and he hoped they would have many relations with counsel. They must, of course, always treat counsel with due respect. They must put the facts of the case properly before him and be ready to discuss with him the various points of the case, so as to encourage him to give them of his best. He would suggest that they should not allow a conference with counsel or with a client or with anyone else to last so long that the mentality of the people present became weary. His own experience was that after a certain time it was found that everybody was talking in a circle and that subjects were being re-discussed which had been settled, and disposed of some minutes previously. They would find it better, if they wished to occupy a very long time, to arrange two or three conferences, rather than to attempt to deal with matters in one lengthy consultation.

It was a very real pleasure to him to have the present opportunity, as his year of office was drawing to a close, of speaking to those who were about to follow him. The future of the profession was in their hands. The prestige and the honour of the profession, notwithstanding the tragedies which occasionally occurred, never stood higher than they did at the present time. As compared with fifty years ago, the importance of the profession had increased enormously. Its members were looked upon now as a learned and useful body of men. It was up to the students to maintain that standard and to see that nothing occurred in their professional life which by any possibility could cast a slur upon them or upon their professional brethren. They could do that only by maintaining that standard of honour and those high ideals which those who had gone before had endeavoured to maintain. (Loud applause.)

Mr. BISCHOFF (Secretary of the Legal Education Committee) said he was sure the students appreciated the great advantage they had had in listening to the results of Sir Roger Gregory's accumulated wisdom and experience. When Sir Roger had written to him and suggested speaking to the students, he had said that he did not want it to be a precedent. Personally he very much hoped it would establish a precedent, and that the students would have the opportunity of listening again to Sir Roger Gregory or, at any rate, to his successors in office. He hoped all the students realised what a very arduous year of office the President had had and how good of him it was to find time to prepare and deliver the address. He wished to tender to the President the sincere thanks of the students for his kindness. (Applause.)

Sir ROGER GREGORY, in reply, thanked Mr. Bischoff for his kind remarks and also thanked the students for their attendance, which had been a source of encouragement to him. From the bottom of his heart he wished them every possible success and happiness in their professional and civil life.

Societies.

North Staffordshire Law Society.

The annual meeting of the North Staffordshire and District Law Society Limited was held on the 4th June, 1931, when the following appointments were made: President, Mr. J. J. Nelson, Kidsgrove; Vice-President, Mr. W. H. Breton, Longton; Honorary Secretary, Mr. F. L. Dickson, Hanley; Honorary Treasurer, Mr. G. W. Huntbach, Hanley; Honorary Auditors, Messrs. P. J. McKnight and J. F. Moxon, Hanley.

Solicitors' Benevolent Association.

The usual monthly meeting of the directors was held at 60 Carey Street, London, on the 10th June, Mr. Ernest F. Dent in the chair. The other directors present being Sir Norman Hill, Bart., Sir E. F. Knapp-Fisher, Sir Reginald W. Poole and Messrs. A. C. Borlase (Brighton), P. D. Botterell, C.B.E., E. R. Cook, C.B.E., W. A. Coleman (Leamington), T. S. Curtis, C. G. May, H. A. H. Newington, E. C. Ouvry, H. F. Plant, P. J. Skelton (Manchester), A. B. Urmston (Maidstone) and H. White (Winchester).

£1,085 was distributed in grants of relief; eight new members were admitted; and other general business was transacted.

Parliamentary News.

Progress of Bills.

House of Lords.

*Agricultural Land (Utilisation).
Read Third Time. [21st May.
Agricultural Produce (Grading and Marketing) Amendment.
Read First Time. [17th June.
*Ancient Monuments [H.L.].
Royal Assent. [12th June.
Architects (Registration).
Read Third Time. [21st May.
Housing (Rural Workers) Amendment.
Read Third Time. [18th June.
Local Authorities (Publicity).
Royal Assent. [12th June.
Local Government Clerks [H.L.].
Read Third Time. [18th June.
London Squares Preservation.
Read Third Time. [7th May.
Marriage (Prohibited Degrees of Relationship).
Read First Time. [6th May.
Merchant Shipping (Safety and Load Line Convention).
Report. [24th June.
Mining Industry (Welfare Fund).
Read Third Time. [23rd June.

*Pharmacy and Poisons [H.L.].
Read Third Time. [30th April.
Prevention of Imports of Convict or Forced Labour.
Read Second Time. [24th June.
Public Offices (Sites) Amendment.
Commons Resolutions agreed to. [30th April.
Representation of the People (No. 2).
Read Second Time. [16th June.
Salvation Army.
Read Second Time. [17th June.
Sentence of Death (Expectant Mothers).
Committee. [24th June.
Small Landholders and Agricultural Holdings (Scotland).
Committee. [12th May.
*Widows, Orphans and Old Age Contributory Pensions.
Royal Assent. [12th June.
Wills and Intestacies.
Reported without Amendment. [17th June.
Workmen's Compensation.
Royal Assent. [12th June.

House of Commons.

Access to Mountains.
Read First Time. [12th May.
Adoption of Children (Scotland).
Read Second Time. [8th June.
*Agricultural Land (Utilisation).
Reported with Amendments. [7th May.
*Agricultural Marketing.
Committee. [19th May.
*Ancient Monuments [H.L.].
Read Third Time. [30th April.
Architects (Registration).
Read Third Time. [17th April.
Criminal Justice (Amendment).
Read First Time. [28th April.
Employment Returns.
Read Second Time. [17th April.
Fancy Jewellery (Standard Trade Descriptions).
Read First Time. [19th May.
*Finance.
Committee. [24th June.
Fire Brigade Pensions.
Read First Time. [19th May.
*Housing (Rural Workers) Amendment.
Read Third Time. [21st May.
Hospital Lotteries.
Rejected on First Reading. [19th May.
Leasehold Enfranchisement.
Motion for Second Reading. [1st May.
Local Authorities (Publicity).
Read Third Time. [12th May.
London Passenger Transport.
Joint Committee. [10th June.
Marriage (Prohibited Degrees of Relationship).
Read Third Time. [1st May.
Mining Industry (Welfare Fund).
Read Third Time. [12th May.
National Industrial Council.
Second Reading deferred. [30th April.
Palestine and East African Loans.
As Amended, Considered. [15th May.
Petroleum.
Read First Time. [22nd April.
Probation of Offenders (Scotland).
Read Third Time. [5th June.
Proprietary Medicines.
Read First Time. [11th May.
Registration and Regulation of Osteopathy.
Withdrawn. [12th May.
Religious Persecutions (Abolition).
Read First Time. [19th May.
*Representation of the People (No. 2).
Read Third Time. [2nd June.
Rural Amenities.
Withdrawn. [14th April.
Shops (Sunday Trading Restriction).
Read First Time. [29th March.
Summary Jurisdiction (Appeals).
Read Second Time. [24th April.
*Sunday Performances (Regulation).
Read Second Time. [20th April.
Third Parties (Rights against Insurers).
Read First Time. [6th May.
*Town and Country Planning.
In Committee. [21st May.
Vaccination.
Read First Time. [29th March.
*Widows, Orphans and Old Age Contributory Pensions.
Read Third Time. [30th April.
Wireless Telegraphy (Bedridden Persons).
Read Second Time. [5th June.
Workmen's Compensation.
Read Third Time. [24th April.
Works Council.
Second Reading deferred. [30th April.
Sentence of Death (Expectant Mothers).
Read Third Time. [2nd June.
Sharing Out Clubs (Regulation).
Read Second Time. [24th April.

* Government Bill.

House of Commons.

Questions to Ministers.

ELECTRICITY SUPPLY.

Replying to Mr. BARNES, Mr. HERBERT MORRISON said the number of generating stations of authorised undertakers in operation at 1st April, 1927, was 459, and at 31st December, 1930, 473. During the period 1st April, 1927, to 31st December 1930, 86 stations have been shut down. As my hon. Friend will appreciate, the effect of the Electricity (Supply) Act, 1926, in regard to the shutting down of stations can only be realised when the schemes for the various areas under the National Scheme have commenced actively to operate. At the present time only one such scheme has come into active operation. The passage of the Act of 1926 has, however, already had the effect of limiting extensions to stations other than those required for the purposes of the National Scheme.

PARISH COUNCIL ELECTIONS.

Lieut.-Colonel HENEAGE asked the Home Secretary how many requests he has received from parish councils asking that the system of voting at parish council elections be altered to secret ballot; and whether he proposes to take any action?

Mr. CLYNES: During the last ten years representations in favour of some alteration of the present system of electing parish councillors have been received in the Home Office from seventy-nine parishes, the total number of parishes with parish councils being over 7,000. As to the latter part of the question, I may refer to my reply on the 23rd April to the Noble Lord the Member for East Norfolk (Viscount Elmley).

CIVIL SERVICE (ROYAL COMMISSION'S REPORT).

Replying to Mr. BOWEN, Mr. PETHICK-LAWRENCE said, that the Royal Commission on the Civil Service hoped to be in a position to present their report before the end of July.

COAL MINES ACT, 1930.

Mr. SMITHERS asked the Secretary for Mines on how many occasions since the passing of the Coal Mines Act, 1930, have contraventions of that Act been reported to his department?

THE PRESIDENT OF THE BOARD OF TRADE (Mr. William Graham): I presume the hon. Member refers to Part III of the Coal Mines Act, 1930. If so, the answer is six.

CINEMATOGRAPH FILMS ACT.

Replying to Mr. DAY, Mr. W. R. SMITH said: Of the exhibitors who carried on business throughout the last quota year, 122 applied for a certificate that the reasons for their non-compliance with the quota requirements set out in the above Act were reasons beyond their control, and after consultation with the advisory committee, certificates have been issued in two cases. In addition similar applications were made by thirty-eight exhibitors for part of the year only, and certificates have been issued in three of these cases. I am not yet in a position to give similar information in respect of the renters, whose quota year ended only in March.

HOUSING (RURAL WORKERS) ACT.

Replying to Mr. DAY, Mr. GREENWOOD said: 3,377 cottages had been improved under this Act in England and Wales by 31st March last. I have received a certain number of complaints, but they are usually concerned with the refusal of the local administrative body to exercise their discretion under the Act in favour of the complainant.

MOTOR OMNIBUS DRIVERS (AGE LIMIT).

Replying to Mr. BATEY, Mr. HERBERT MORRISON said s. 77 of the Road Traffic Act, 1930, provides that a person shall be disqualified from obtaining a licence to drive a public service vehicle unless he is over the age of twenty-one, *or unless he shows to the satisfaction of the traffic commissioners* that he was, during the six months immediately preceding 1st January, 1930, regularly employed as a driver of a public service vehicle. I have no power to waive or modify these provisions.

TITHE RENT-CHARGE.

Replying to Mr. BUTLER, Dr. ADDISON said: I have arranged to meet representatives of tithe-owners on the 25th June, and I am also asking representatives of tithe-payers to meet me. I shall be guided by the proceedings at these conferences as to further action.

INDUSTRIAL AND OTHER SOCIETIES (INVESTMENTS).

Replying to Sir D. NEWTON, Mr. PETHICK-LAWRENCE said: Approximate figures for the investments in land, buildings, and mortgages of societies registered under the Industrial and Provident Societies Acts (which for the most part are "co-operative") and registered building societies, friendly societies (including collecting societies and branches), and trade unions are as follows:—

	£
Industrial and Provident Societies ..	130,000,000
Building Societies	320,000,000
Friendly Societies	50,000,000
Trade Unions	1,000,000
	£501,000,000

Legal Notes and News.

Honours and Appointments.

Mr. H. WOOD BARTER, for many years Assistant Clerk to the Finchley Urban District Council, has been appointed Clerk in succession to Mr. E. N. Lister, who is retiring owing to ill-health.

The Board of Trade, at the request of the officers concerned for an exchange of posts, have appointed Mr. JOHN LONGFELLOW WILKINSON, Official Receiver in Bankruptcy at Southampton, and Mr. FREDERICK HAROLD LANGMAID, Official Receiver in Bankruptcy at Cambridge, to be Official Receivers in Bankruptcy at Cambridge and Southampton respectively, as from the 1st July, 1931.

Master Sir G. A. BONNER has been elected a Bencher of the Inner Temple.

Mr. WILLIAM MAY, M.A. (Oxon), solicitor, of the firm of Slaughter & May, 18, Austin-friars, E.C., has been elected a director of the Trustees Corporation.

Mr. F. G. CARKEEK, solicitor, has been elected Chairman of the Redruth Urban District Council. Mr. Carkeek is the youngest son of Sir Arthur Carkeek, who, to commemorate the event, is presenting the town with ten seats to be placed in suitable positions for the use of the residents.

Mr. E. W. J. NICHOLSON, LL.B., solicitor, Deputy Town Clerk of Dudley, has been appointed Town Clerk of Penzance as from 1st September next.

Mr. R. F. G. THURLOW, Assistant Solicitor in the department of the Clerk to the Norfolk County Council (Mr. Hugh C. Davies), has been appointed Deputy Clerk of the Peace and Deputy Clerk of the County Council of the Isle of Ely.

Mr. J. W. WODKIN, solicitor, Glumangate (a member of the firm of Jones & Middleton), has been appointed Clerk to the Commissioners of Income Tax and Land Tax for the Scarsdale Division in succession to the late Mr. J. W. Booth.

Mr. S. W. S. COOK, solicitor, Wellingborough (senior member of the firm of Burnham, Son & Lewin), has been elected President of the Wellingborough Law Society in succession to Mr. E. P. Toller, Kettering.

Mr. J. H. BATE, solicitor, Clerk to the Wrexham Justices, has been elected President of the Chester and North Wales Law Society.

Mr. ARTHUR L. RALPHES, Conway, has been appointed Assistant Town Clerk of that ancient borough.

Wills and Bequests.

Mr. Charles Edward Roberts Chanter, solicitor, of Broadmead, Barnstaple, Devon, since 1904, Registrar of the County Court and District Registrar of the High Court of Justice, left estate of the gross value of £33,811, with net personalty £24,000.

Mr. John Furniss, of West Kirby, Cheshire, a partner in Messrs. Hill, Dickinson & Co., solicitors, left estate of the gross value of £6,443, with net personalty £5,980, "so far as can at present be ascertained."

Sir Richard Harington, twelfth baronet, of Whitbourne Court, Worcester, at one time a Puisne Judge of the High Court, Calcutta, who died on 1st February, aged sixty-nine, left unsettled estate of the gross value of £10,761, with net personalty £10,619.

Mr. Archie Skardon Wearing, solicitor, Wolverhampton, left estate of the gross value of £6,031, net personalty £901.

Mr. Montague Alfred Orgill, solicitor, of Norfolk-street, W.C., and of Down-street, W., left estate of the gross value of £13,504, with net personalty £12,749.

Mr. Joseph D. Bassitt, solicitor, Southampton, left estate of the gross value of £9,838, with net personalty £8,323.

SMALL HOLDINGS LEGISLATION IN MALAYA.

By the provisions of an enactment recently passed by the Federated Malay States Federal Council, all orders of sale of small holdings made under ss. 142, 149 and 134 (i) of "The Land Code, 1926," or under s. 303 of "The Civil Procedure Code, 1918," shall, notwithstanding anything contained in the said measures, be subject to the consent of the Ruler of the State in Council in which the small holding is situate. The Ruler of the State in Council may, after due inquiry into the circumstances of the particular case, give or refuse consent to the sale, and in particular may give consent thereto subject to the postponement of the date thereof for any stated period not exceeding twelve months. It is provided, however, that it shall be a condition of any such refusal of consent or postponement that not less than 75 per cent. of any interest which may thereafter become due shall be paid by the proprietor of the small holding in question; and, failing such payment, the refusal or postponement shall cease to have effect.

TALKIES FOR APPEAL COURT.

The possibility of the use of talking pictures of criminal cases by the Illinois Supreme Court in reviewing appeals, is, says *The Daily Telegraph*, being considered by the Board of Governors of the Illinois Bar Association. A resolution by Dean E. T. Lee, of the John Marshall Law School of Chicago, suggesting sound films for the High Court, was referred to the Board, says Reuter.

"The personal appearance of the parties and the witnesses and the manner and quality of their oral testimony now are kept from the knowledge of the reviewing courts," Dean Lee said. "With sound films closer approximation of justice may be obtained on appeal than is possible from the printed and expressionless transcript of the record alone."

SOLICITOR STRUCK OFF THE ROLL.

A meeting of the Committee of The Law Society constituted under the Solicitors Acts, 1888-1919, was held on the 19th June at The Law Society's Court Room, Carey-street, W.C., with Mr. R. A. Pinsent in the chair, the other members present being Sir Reginald Poole and Mr. R. F. W. Holme. The committee pronounced their findings and orders in two cases against Mr. Walter Thompson, of 274, Bishopsgate, E.C., and later of 38, Bow-lane, E.C. In both cases Mr. Thompson was found guilty of professional misconduct in allowing an unqualified person to carry on business under cover of his (Mr. Thompson's) name and ordered that "the name of Mr. Walter Thompson be struck off the Roll."

Mr. Frank E. Hodgins, a judge of the First Divisional Court of the Supreme Court of Ontario, who is on a visit to England, was present during the sitting of the Court of Criminal Appeal on Monday last. He occupied a seat on the right of Mr. Justice Avory.

MR. JUSTICE AVORY.

"Is that the name of a car?" asked Mr. Justice Avory when a witness in a King's Bench case over a motor car business spoke of having "sold five lemons for £210." It was explained that "lemon" was a trade term for second-hand cars of little value. "The answer is a lemon," commented his Lordship.

HOME SECRETARY AND SWEEPSTAKE LAW.

Mr. Clynes, Home Secretary, referring to the Irish Sweepstakes at a dinner in London recently of the National Federation of Retail Newsagents, Booksellers, and Stationers, said that Parliament clearly was disinclined to change the law, however unsatisfactory it might be. "I have to administer the law, whether I approve of it or not, and it would be a bad thing for this country if the law varied because of the political complexion of the Minister."

Mr. Clynes added: "The State can do much for millions of people, but I have always believed that the best help is self-help, and that the more we try to do for ourselves in our days of vigour and middle age, the more we shall deserve the kindliness of all around us when no longer we are able to work."

WAVERLEY ABBEY.

In classic literature, few abbeys have been more immortalised than Waverley; for authorities are generally agreed that it was this Waverley which attracted Sir Walter Scott sufficiently to choose the name as the title for the first of the famous series of novels. There is no doubt that he was a frequent visitor to Moor Park, close by, in the early part of the nineteenth century.

The well-known and picturesque Abbey ruins, which form part of the Waverley Abbey Estate, for private sale by Hampton & Sons, are what remain of the Cistercian Abbey, the first of its denomination in England, and a branch of the Great Abbey of Citeaux. It was founded in 1129 by William Gifford, Bishop of Winchester, and colonised from L'Aumone in Normandy. When, however, its days as a monastery were over, it was granted to Sir W. Fitzwilliam, the King's Treasurer. After him followed a succession of owners, including John Poulett Thomson, who bought the estate in 1796, and whose son—Charles Poulett Thomson, afterwards Lord Sydenham, Governor of Canada, was born at Waverley House.

The present mansion, the central portion of which was built in the reign of George II, has incorporated in the structure a considerable number of stones from the old abbey. Its accommodation includes a fine suite of reception-rooms and some 30 bedrooms. The estate, which is intersected for a considerable distance by the River Wey, extends to 1,100 acres, and embraces what is justly claimed to be some of the finest scenery in Surrey. The views obtained from all parts of the estate, including Crooksbury Hill, must conceivably have influenced the Cistercians in selecting it as a suitable site for their Monastery.

Insurance Notes.

At the annual conference of the Chartered Insurance Institute at Norwich, Mr. C. H. Falloon, F.C.I.I., general manager of the Atlas Assurance Company, Limited, was elected president.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part II.	MR. JUSTICE MAUGHAM. Witness. Part I.
M'nd'y June 29	Mr. More	Mr. Jolly	Mr.*Hicks Beach	Mr.*More
Tuesday .. 30	Ritchie	Hicks Beach	*Andrews	Hicks Beach
W'dn'sd'y July 1	Andrews	Blaker	*More	*Andrews
Thursday . 2	Jolly	More	Hicks Beach	More
Friday 3	Hicks Beach	Ritchie	Andrews	*Hicks Beach
Saturday .. 4	Blaker	Andrews	More	Andrews

DATE.	GROUP I. MR. JUSTICE BENNETT. Non-Witness.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
M'nd'y June 29	Mr. Andrews	Mr. Jolly	Mr. Blaker	Mr.*Ritchie.
Tuesday .. 30	More	*Ritchie	Jolly	*Blaker
W'dn'sd'y July 1	Hicks Beach	Blaker	Ritchie	*Jolly
Thursday . 2	Andrews	*Jolly	Blaker	Ritchie
Friday 3	More	Ritchie	Jolly	*Blaker
Saturday .. 4	Hicks Beach	Blaker	Ritchie	Jolly

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (14th May, 1930) 2½%. Next London Stock Exchange Settlement Thursday, 9th July, 1931.

	Middle Price 24 June 1931.	Flat Interest Yield. £ s. d.	Approximate Yield with redemption £ s. d.
English Government Securities.			
Consols 4% 1957 or after	96	4 3 4	—
Consols 2½%	60	4 3 4	—
War Loan 5% 1929-47	103½	4 16 10	—
War Loan 4½% 1925-45	102	4 8 3	4 6 0
Funding 4% Loan 1960-90	97	4 2 6	4 3 0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	98	4 1 8	4 2 0
Conversion 5% Loan 1944-64	107	4 13 6	4 11 6
Conversion 4½% Loan 1940-44	102½	4 7 10	4 4 3
Conversion 3½% Loan 1961	84½	4 2 10	—
Local Loans 3% Stock 1912 or after	70	4 5 9	—
Bank Stock	276½	4 6 9	—
India 4½% 1950-55	75	6 0 0	—
India 3½%	55	6 7 3	—
India 3%	47	6 7 8	—
Sudan 4½% 1939-73	102	4 8 3	4 7 8
Sudan 4% 1974	93	4 6 0	4 7 0
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs)	82½	3 7 10	3 18 0
Colonial Securities.			
Canada 3% 1938	93	3 4 6	4 3 0
Cape of Good Hope 4% 1916-36	98	4 1 8	4 8 0
Cape of Good Hope 3½% 1929-49	86	4 1 5	4 13 6
Ceylon 5% 1960-70	103	4 17 1	4 16 6
*Commonwealth of Australia 5% 1945-75	69	7 4 11	7 6 0
Gold Coast 4½% 1956	99	4 10 11	4 11 0
Jamaica 4½% 1941-71	98	4 11 10	4 12 3
Natal 4% 1937	98	4 1 8	4 7 6
*New South Wales 4½% 1935-1945	50	9 0 0	9 5 0
*New South Wales 5% 1945-65	55	9 1 9	9 2 6
New Zealand 4½% 1945	92	4 17 10	5 6 0
New Zealand 5% 1946	98½	5 1 6	5 3 0
Nigeria 5% 1950-60	104	4 16 2	4 14 2
*Queensland 5% 1940-60	64	7 16 3	7 18 1
South Africa 5% 1945-75	103	4 17 1	4 16 9
*South Australia 5% 1945-75	65	7 13 10	7 15 0
*Tasmania 5% 1945-75	67	7 9 3	7 10 2
*Victoria 5% 1945-75	63	7 18 9	7 19 6
*West Australia 5% 1945-75	68	7 7 1	7 8 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	67	4 9 7	—
Birmingham 5% 1946-56	107	4 13 6	4 10 6
Cardiff 5% 1945-65	104	4 16 2	4 14 6
Croydon 3% 1940-60	76	3 18 11	4 10 0
Hastings 5% 1947-67	104	4 16 2	4 15 6
Hull 3½% 1925-55	83	4 4 4	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	79	4 8 7	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	58	4 6 2	—
London City 3% Consolidated Stock after 1920 at option of Corporation	71	4 4 6	—
Metropolitan Water Board 3% "A" 1963-2003	69	4 6 11	—
Do. do. 3% "B" 1934-2003	71	4 4 6	—
Middlesex C.C. 3½% 1927-47	90	3 17 9	4 12 0
Newcastle 3½% Irredeemable	75xd	4 13 4	—
Nottingham 3% Irredeemable	68	4 9 7	—
Stockton 5% 1946-56	104	4 16 2	4 15 6
Wolverhampton 5% 1946-56	105	4 15 3	4 13 3
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	87½	4 11 5	—
Gt. Western Railway 5% Rent Charge	101½	4 18 6	—
Gt. Western Rly. 5% Preference	82½	6 1 3	—
L. & N.E. Rly. 4% Debenture	78½	5 1 11	—
L. & N.E. Rly. 4% 1st Guaranteed	72½	5 10 4	—
L. & N.E. Rly. 4% 1st Preference	44½	9 0 3	—
L. Mid. & Scot. Rly. 4% Debenture	80½xd	4 19 5	—
L. Mid. & Scot. Rly. 4% Guaranteed	73½	5 8 10	—
L. Mid. & Scot. Rly. 4% Preference	44½	9 0 3	—
Southern Railway 4% Debenture	84xd	4 15 3	—
Southern Railway 5% Guaranteed	100½	4 19 6	—
Southern Railway 5% Preference	82½	6 1 3	—

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

YOUNG Solicitor (two years' experience), desires appointment with early prospects in busy conveyancing or company office; would go abroad; salary by arrangement.—Box 760, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (42), Public School, desires appointment, London or country; 15 years' experience with leading firms in conveyancing, probate and general practice; highest testimonials. Salary £300 to £350.—Box 768, Solicitors' Journal, 29, Breams-buildings, E.C.4.

CASHIER-BOOKKEEPER (Lady) requires change; 14 years' experience; income tax returns and re-claims; experienced in trust and executorship accounts, probate, valuation of securities, etc.; well recommended; salary £245; London preferred.—Box 757, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, 30, M.A., LL.B. (Cantab.), admitted February, 1927, requires post in London, with view to partnership or succession; eight years' experience in London in litigation, probate and conveyancing.—Box 774, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR and Commissioner for Oaths.—Expert conveyancer and thoroughly experienced in all branches, desires appointment with London firm; salary £250.—Box 755, Solicitors' Journal, 29, Breams-buildings, E.C.4.

CONVEYANCING, Probate and Trust Clerk seeks employment; many years' experience; reasonable salary by arrangement.—Cosway, Woodgarth, Garston-avenue, Newton Abbot.

YOUNG (24½) Energetic Solicitor (Honours), seeks post with progressive and busy firm of solicitors. Hard worker accustomed to act without supervision and interview clients; excellent practical experience.—Box 746, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR (35), Cambridge graduate, desires Managing Clerkship. Good general experience.—Apply "Alpha," Box 320, Solicitors' Journal, 29, Breams-buildings, E.C.4.

JUNIOR Clerk, shorthand-typist, age 20, with knowledge of Courts and public offices, seeks post as outdoor clerk with good firm; 4 years' experience in solicitors' offices; good references; salary £2 per week.—Box 740, Solicitors' Journal, 29 Breams-buildings E.C.4.

SOLICITORS' attention is called to Gibson and Weldon's Employment Register of former pupils. No fees charged.—Apply Gibson & Weldon, Law Tutors, 27, Chancery-lane, W.C.2.

YOUNG Solicitor seeks post in Bristol, Gloucester, Hereford or surrounding district. Excellent experience, mainly conveyancing, trust and probate, with firms of highest standing. Experienced at interviewing and able to act without supervision.—Box 642, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, experienced in Conveyancing, is open to assist solicitors by post.—Box B., 331, Solicitors' Journal, 29, Breams-buildings. E.C.4.

YOUNG Solicitor (23), November Final, 1929 (Honours), trained in busy country practice, experienced in Conveyancing, Probate, Magisterial and County Court procedure, desires post where hard work and further experience available.—Write Box 425, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (newly admitted), Public School and LL.B., with conveyancing experience, seeks post where further experience may be gained; experienced speaker and would undertake advocacy.—Box 710, Solicitors' Journal, 29, Breams-buildings, E.C.4.

AN EXPERIENCED unadmitted Managing Clerk with good all-round knowledge of conveyancing, probate, trust and company work, desires engagement and is capable of acting without supervision. West End of London preferred.—Write Box 662, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion and the name of this paper.

EX-REGULAR, Public School (London Matric) Sandhurst, requires post London or suburbs; age 35; single; 1914 star; tall; previously employed publishing house, also travel bureau and care hire business. Fluent French. Excellent references. 13043

CAPTAIN, Regular retiring, invalid, desires secretarial administrative or outdoor post; age 38; married; good organiser; tact, initiative; experienced all sport; widely travelled; specialised all military training; good references. 10260

FULLY qualified Electrical and Mechanical engineer, age 37; 19 years' practical experience; exemplary credentials; good health; ex R.A.F. (Pilot) and Indian Cavalary officer; fluent Hindustani; moderate Spanish; go anywhere. 13168

EX-OFFICER (Major), late R.A.O.C., age 49, married; requires immediate work, administrative managerial or secretarial; thorough business training; capable, intelligent and hard working; highest references. 13138

MAJOR, Public School, married, experienced transport, estate agency, requires position South Wales or West of England; highest credentials. 8827

EX-RANKER Gunner, 39, married, active, strong, hard worker; 11 years' experience fruit-growing, poultry; drive lorry; willing accept any position of trust; caretaker, warehouseman, porter, etc. 13147

CONFIDENTIAL SECRETARY with travel. Public School and University, ex-officer, tall, used to responsibility, wide experience business, press and publicity, interviewing, etc., desires post; excellent references.—Box 762, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ARTICLED CLERKS, &c.

CITY SOLICITOR, old-established general practice, has vacancy for articled pupil; excellent opportunity; prospect ultimate partnership; premium —Write Box 787, Solicitors' Journal, 29, Breams-buildings' E.C.4.

SOLICITOR in busy general practice Bedford Row has a vacancy for an articled clerk; premium required.—Write Box 783, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

SOLICITORS, General Practice and Clerks to local and public authorities in North Wales have vacancy for articled clerk. Personal supervision. Premium required.—Box 735, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PRACTICES AND PARTNERSHIPS.

AN ADMITTED Man, wishing commence practice, is offered accommodation in offices of established firm of surveyors and estate agents facing station in good residential district S.W. suburb. There is a good opening and the tenant could feel assured of a fair income. The rent (which includes lighting, cleaning, heating and clerical attendance) would be moderate.—Rye, Smith & Haines, Wimbledon Park Station.

SOLICITOR (41), Commissioner, experienced conveyancing, trust, family and company work in the City, good general knowledge; speaks French; 12 years in present post; salary £650; used to interviewing and advising, desires junior partnership, London or country, preferably without preliminary clerkship; some capital; excellent references.—Write Box 773, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, 37, Oxford Graduate, C.O., of wide experience in conveyancing, company, trust and family business, seeks partnership yielding £1,000 to £2,000 per annum net in well-established firm in Liverpool.—Box 770, Solicitors' Journal, 29, Breams-buildings, E.C.4.

INCORPORATED Accountant (young) with several years' special experience abroad with oil company desires partnership in established practice dealing with similar audits.—C. W. Nourse, F.C.R.A., Consultant, 91A, St. Peter's-street, Derby.

SOLICITOR (Piccadilly district), with moderate good-class conveyancing and general family practice, desires to amalgamate with larger firm, or would take in junior partner having sound general practice with good prospects of expansion.—Box 751, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor, admitted 1930, desires Junior Partnership in general practice after short preliminary clerkship. Experienced in conveyancing, probate and general country practice, including some advocacy. Capital available.—Box 737, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR (31), formerly a member of the Bar, desires to purchase partnership in well-established firm in London or Southern Counties; thorough general experience in London and provinces; capital available.—Box 686, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SMALL General Practice with possibilities (within 30 miles of Manchester) for sale; reasonable offer accepted as immediate sale essential.—Apply Box 638, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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INVESTMENTS.

MESSRS. WHITE, DRUCE & BROWN, Surveyors, of 6, Hanover-square, W., have a fund of £10,000 which is available for purchasing Freehold Shop Premises to show a return of 7½ to 8 per cent.

LAW BOOKS.

FOR SALE. — Legal Library of deceased solicitor.—List on application to W. Rackwood Cocks, Solicitor, Exeter.

FOR SALE.—"The Solicitors' Journal," Vols. 68 to 73, unbound. What offers?—Box 650, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR SALE.—"The Solicitors' Journal," Vols. 65 to 73, cloth bound, perfect condition. What offers?—Box 589, Solicitors' Journal, 29 Breams-buildings, E.C.4.

INFORMATION REQUIRED.

2s. per line.

WILL any Relatives of the late ALEXANDER NESBITT, who died 21st June, 1886, also of his wife, CECILIA NESBITT, deceased 6th November, 1900, and who are buried in Maresfield Churchyard, kindly COMMUNICATE with William Clifford Dodkins, of 1, London Wall-buildings, London, E.C.2, concerning the Memorial erected to the former at Fairwarp Church, Uckfield, Sussex?

BURTON.—The Kin of HARRIETT LOUISA BURTON, Widow, late of 1, Holly Hedge-terrace, Lewisham, Kent, who died at Lewisham on 20th January, 1931, are requested to APPLY to the Treasury Solicitor (B.V.), Storey's-gate, London, S.W.1. (Estate about £600).

WILL Mrs. KATE STUART (née KINLOCH) please COMMUNICATE with Dixons, Ward and Co., Solicitors, 3, Southampton-street, Strand, W.C.2.

PARR.—The Kin of EMMA PARR, Widow, late of Oakmere Hall Lodge, Oakmere, Northwich, Cheshire, who died there on 26th February, 1931, are requested to APPLY to the Treasury Solicitor (B.V.), Storey's Gate, London, S.W.1. (Estate about £700).

CRONLY.—Will any solicitor, banker or other person who can give information with regard to a Will which may have been made by ALBERT WILLIAM CRONLY, late of Dublin, and formerly of the Exchequer and Audit Department, London, and of various addresses in Kensington, Paddington and Bayswater, communicate with Messrs. Mackrell, Maton, Godlee & Quincey, 21, Cannon-street, E.C.4.

WILL CHARLOTTE HOLT, formerly of Brownlow-avenue, Toronto, Canada, or anyone knowing her present whereabouts, write Stewart Williams, 61, Penhale-road, Portsmouth.

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beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

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